

POOR LEGIBILITY

**ONE OR MORE PAGES IN THIS DOCUMENT ARE DIFFICULT TO READ
DUE TO THE QUALITY OF THE ORIGINAL**

Paul Kalt and
John Kalt Survey

AR0014

SFUND RECORDS CTR
3417-00065

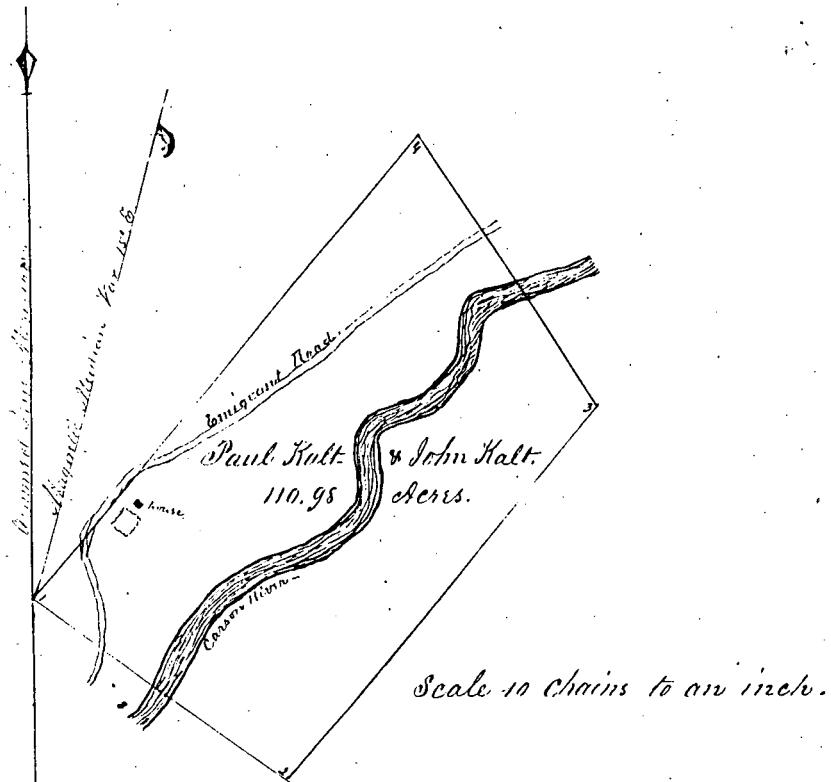
Description and Plot of Survey of Agricultural Lands lying
on Carson River about one mile Northwesterly from Chinalow, Carson County
Utah Territory.

Surveyed for Paul Kalt and John Kalt by S H Marlette -
County Surveyor, February 2nd 1861

Chairman & John Kalt and David Maxwell.

True Bearings expressed from assumed True Meridian, Var at Stev, No 1, = 15° E.

Beginning at a Cottonwood stake on small bluff about 10 chains South
westly from Kalt's House on N.W. side of abo 11 $\frac{1}{2}$ chains from Carson River,
and running thence (1) S $54\frac{1}{2}$ E. 25.00 chains, crossing Emigrant Road and Carson
River, to a willow stake on flat on S.E. side of river, whence a blazed Cottonwood
tree 15 in. dia., bears N $34\frac{1}{2}$ W. 53 links, thence (2) N 40° E. 40.00 Chs, to a cottonwood
stake on S.E. side of abo 10 chains from River, thence (3) N $34^{\circ} 12'$ W. 25.90 Chs,
crossing Carson River and Emigrant Road to a Cottonwood stake on N.W. side of
River marked Kalt's N.W. corner, thence (4) S 40° W. 49.00 Chs to place of
beginning.
Containing 110.98 Acres.



Approved this 9th day of February A.D. 1861.

By J. Williams, Sub-Surveyor
of Carson County, Utah Territory.

I certify the above Description and Plot to be correct.

J. H. Marlette

County Surveyor

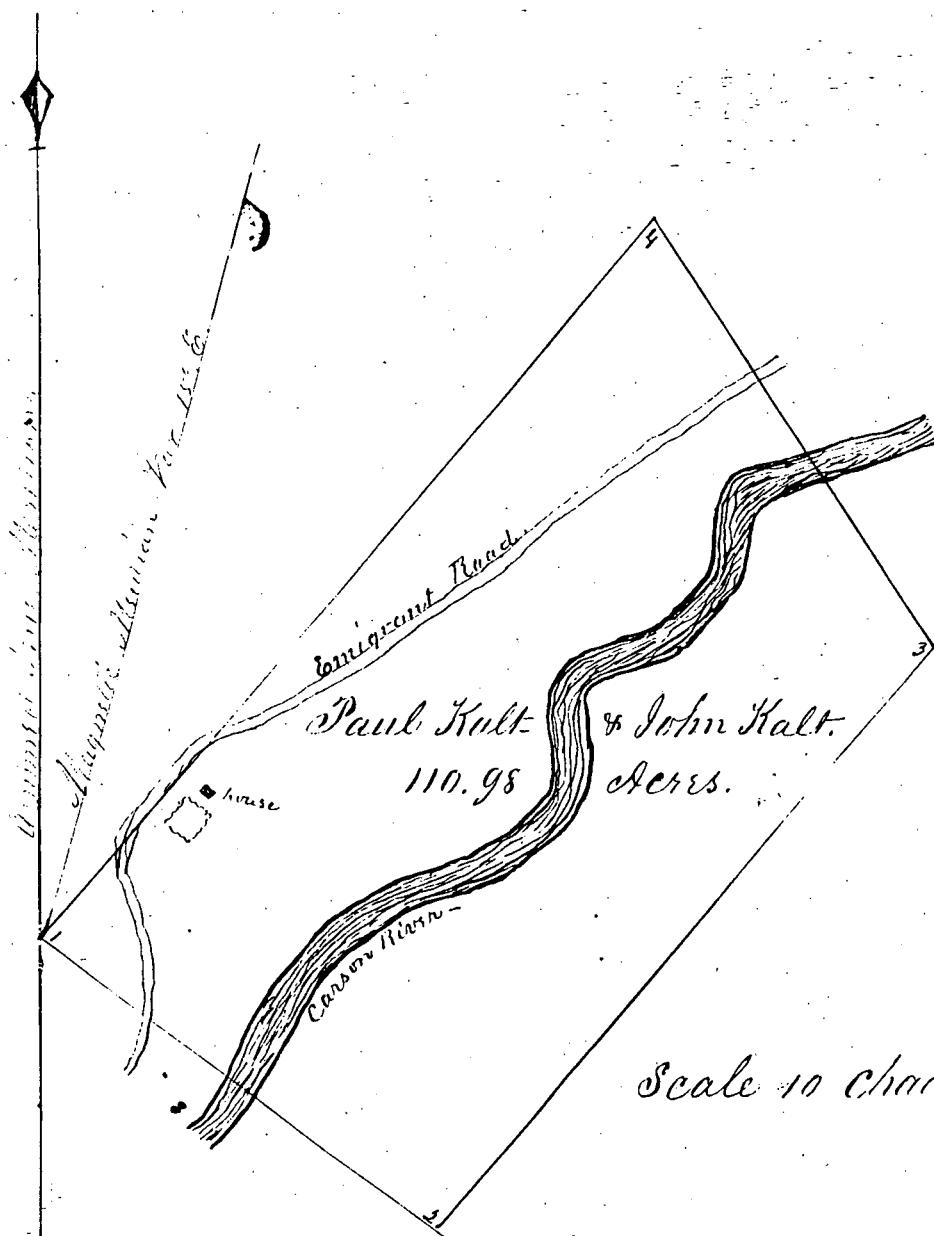
Carson City Feb 11th 1861.

Filed for Record February 11th 1861 at 9 o'clock A.M. Recorded Feb 15th 1861
By Alfred Atkin Deputy

Editor to Name Revision

SFUND RECORDS CTR

88202289



Scale 10 chains to an

Approved this 9th day of February, A.D. 1861
By J. Miller

I certify the above Description and Plot to be correct.
J. H. Marlett
Laramie City Feb 5th 1861.

Plat for record - February 11th 1861, at Laramie, Colorado,
by J. H. Marlett, Surveyor.

Certificate of Survey

3

Near Christian

To
Paul Kalt & John Kalt,

Description and Plot of Survey of

Agricultural Land lying on Cannon River about one mile southwesterly from Christian, Cassia County, Utah Territory. Surveyor for Paul Kalt & John Kalt by J. H. Marcella, County Surveyor. Feb 2nd, 1861.

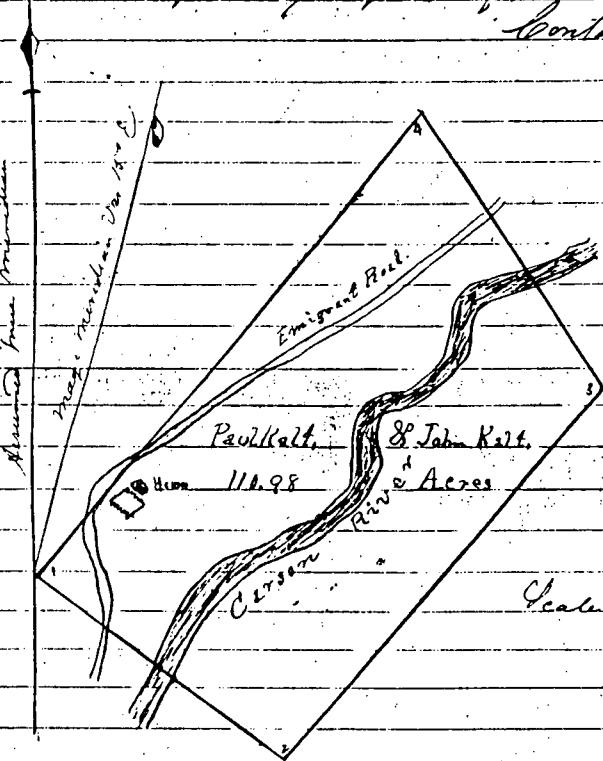
Between John Kalt and Davis Maxwell.

Note

Bearings reproduced from assumed True Meridian
Var at Sta N = 1 = 10° EBeginning at a cottonwood stake on south bank of
about 10 chains South westerly from Kalt's house on N.W.
side of and 11 1/2 chain from Cannon River and running
thence

1. N 54 1/2° E 25.00 Lds crossing Emigrant Road and Cannon River to a
Willow stake on left on S.E. side of river, culture or blazed
cottonwood tree 15 in. dia., bears N 84 1/2° W 57 links from
2. N 41° E 40.00 Lds to a cottonwood stake on S.E. side of and 10
chains from River thence
3. N 34 1/2° E 23.70 Lds crossing Cannon River and Emigrant Road to
a cottonwood stake on N.W. side of River marked Kalt
et al. co., thence
- S 40° W 49.00 Lds to place of beginning.

Containing 110.98 Acres.



I certify the above Description and Plot to be correct:

J. H. Marcella

County Surveyor

Cassia City Feb 5/1861.

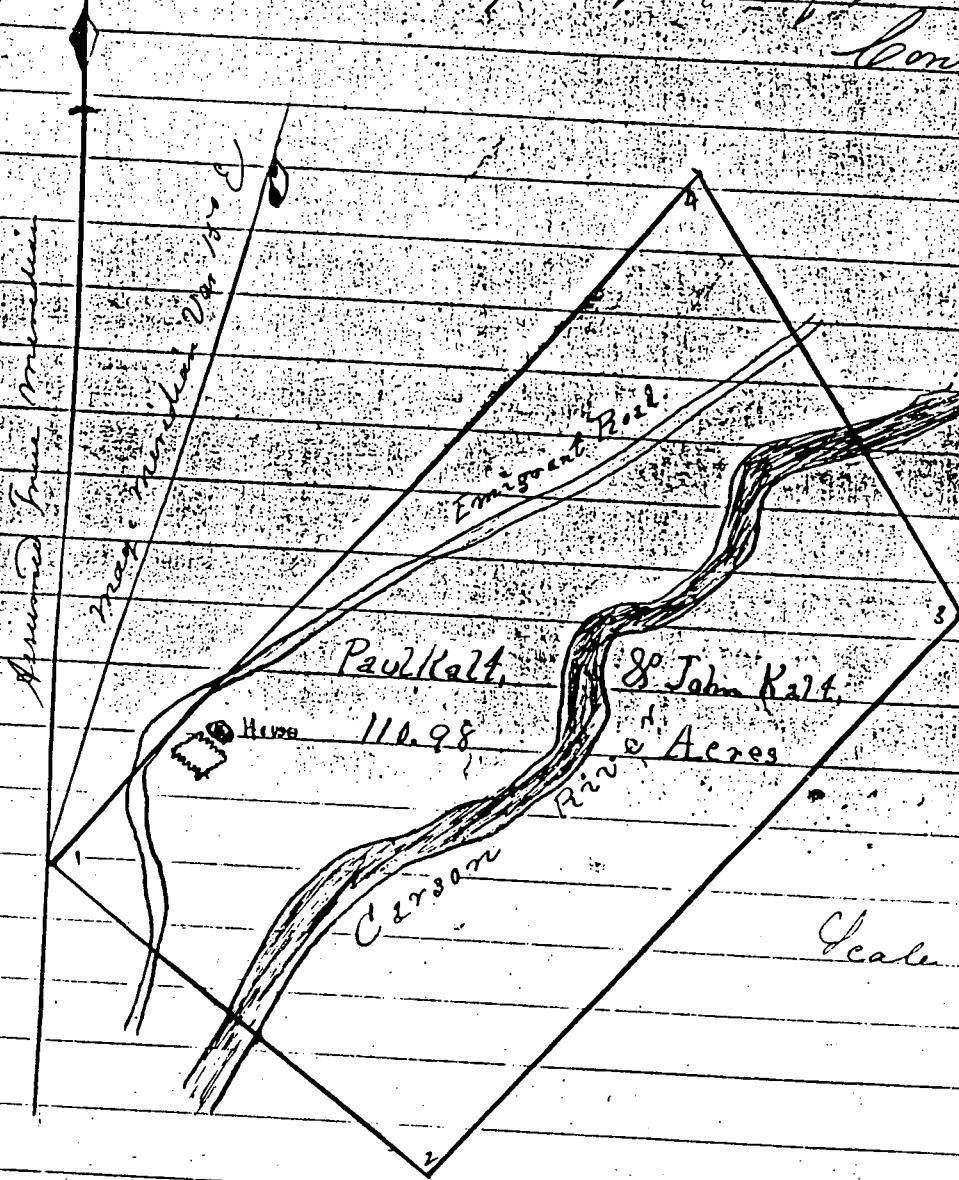
Fees for Record Feb 12/61 at 9 A.M. 3

Rec'd Feb 14/61 at 9 A.M. at 7 M. 3

Chained Dodge River Thence

4th P 23rd Lbs crossing Laramie River and Emigrant
a cottonwood state on N. side of River. At
St. P. cor. Thence

W 49.00 Lbs. to place of beginning. Containing 110.98



I certify the above Description and Plat to be correct.

G. H. M.

Mowen

Laramie City Feb 5/1861

Filed for Record Feb 13/61 at 9-47 a.m. 3

Rec Feb 14/61 at 9-12 A.M. 3

W. L. Cards to me personally known to be the individual described in and who executed the annexed Instrument, and acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand the day and year first above written

Wm. Smith

Justice of the Peace

Paul Hall & John Hall }
To
J. S. Fruborn & Wm. L. Cards }

Real Estate

This Indenture Made the First day of May in the year of our Lord one thousand, eight, hundred and Sixty-one Between Paul Hall and John Hall of the first part and J. S. Fruborn and William Cards all of Carson County Utah Territory of the second part, witnesseth That the said parties of the first part, for and in consideration of the sum of Twenty Seven Hundred and Fifty Dollars, lawful money of the United States of America, to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, remised, conveyed and quit-claimed, and by these presents do grant, bargain, sell, remise, convey and quit-claim, unto the said parties of the second part and to their heirs and assigns forever, all the right title and interest of the said parties of the first part in and to all that piece of Land lying on Carson river one mile Northeastly from Chinatown Carson County Utah Territory and all that portions of a Survey made for the said parties of the first part by S. H. Marlette County Surveyor Feb 24 1861 and recorded in Book A page 46 of the records of Edward Moree and in Book D page 62 of the records of Stephen Kinney that lies upon the Northwest side of Carson river and dividing said tract by drawing a line down the center of said river - The whole tract Surveyed being described as follows.

Beginning at a Cottonwoods stake on small bluff about 10 chains southwesterly from Healls house on N.W. side of and 1½ chains from Carson river, and running thence S 54° E 25.00 chs crooping Emigrant road and Carson river to a Willow stake on flat on S.E. side of river whence a blazed Cotton wood tree 15 in dia. bears N. 54½° W. 55 links thence N 40° E. 40.00 chs to a cottonwood stake on S.E. side of and 10 chains from river thence N 34° 52' W 25.90 chs crooping Carson river & Emigrant road to a Cottonwood Stake on N.W. side of river marked Healls N.W. cor thence S. 40° W 49.00 chs to place of beginning Containing in all 110.98 acres

Together with all and singular the buildings, hereditaments, and chattelances thereunto belonging, and the rents, issues and profits thereof.

In Witness Whereof, the said parties of the first part, have hereunto set their hands and seals the day and year first above written

Signed Sealed }
and Delivered }
in presence of }
As. A. Jerry }
Pro. J. Mulls }

Paul Hall
John Hall

United States of America
Territory of Utah County SS
of Carson

On this First day of May A.D. one thousand Eight Hundred and Sixty one before me Uppm Smith a Justice of the Peace in and for Precinct No. 9 County and Territory aforesaid, personally appeared Paul Watt and John Watt to me personally known to be the individual described in and who executed the annexed Instrument, and acknowledged to me that they executed the same fully and voluntarily, and for the uses and purposes therein mentioned.

In Walney Whereof I have hereunto set my hand the day and year first above written
Uppm Smith
Filed for Record May 4th
1861 at 12 o'clock noon

Justice of the Peace

Water Claim
To
Beards & Comfort

Water Notice May 1st 1861

Notice is hereby given that we the undersigned have this day claimed, all the waters in this canon, at and above this notice, for mining and other purposes, the above water right is situated about four miles above Franktown, on what is known as Franktown canon, and nearly opposite of E. J. Beard's diggings, on west side of the first summit.

Filed for Record May 6th
1861 at 9 o'clock A.M.

J. C. J. Beard
J. P. Comfort

P. H. Clayton
To
Wm. H. Lindsey

Water Right Dued

This Indenture made Sixth day of May A.D. 1861 Between P. H. Clayton of Carson, County, Nevada Territory party of the first part and Wm. H. Lindsey of the same place of the second part witnesseth that said party of the first part for and in consideration of the sum of one Dollar to him in hand paid, the receipt whereof is hereby acknowledged, hath granted, bargained, sold remised released and quit-claimed, and by these presents doth grant bargain, sell, remise, release and quit claim unto the party of the second part, and to his heirs and assigns forever, all the right, title interest claim and demand of the said party of the first part of in and to the following described property to wit

An undivided one half of one forth interest in a certain water right situate on Carson river about three and a half miles above Chinatown in said Territory and County, and also an undivided one half of one forth interest in two Ditches running from Carson river to the said China town and the land or lands thereunto belonging, the same being known as Rose Ditch property This Conveyance is intended to make the said Wm. H. Lindsey party of the second part a full and equal partner of the party of the first part.

Together with all and singular the tenements hereditaments and appurtenances thereto belonging.

J. S. Freeborn & Wm. L. Card
To
Paul Kalt & John Kalt

Mortgage

This Indenture Made the First day of May in the year of our Lord eighteen and sixty one Between J. S. Freeborn and William L Card parties of the first part and Paul Kalt and John Kalt all of Carson County Utah Territory parties of the seconded part. Witnesseth That the said parties of the first part for and in consideration of the sum of Twenty two hundred and fifty Dollars to them in hand paid by the said parties of the second part, do grant, bargain, sell and confirm, unto the said parties of the second part, and to there heirs and assigns forever,

All the right, title and interest of the said parties of the first part in and to that piece or parcel of land lying and being on Carson River about one mile东北ly from Chinatown in Carson County Utah Territory and being all that portion of a certain Survey made for the said party of the second part by L. H. Marlette County Surveyor Feb 2^d 1861 and recorded in Book A page 46 of the records of Elizur Moller and in Book D page 62 of Records of Stephen A. Kinsey, that lies upon the north west side of Carson River and dividing said tract by drawing a line down the centre of said river - the same having been by deed of even date herewith conveyed by the parties hereto of the second part to the said parties of the first part.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in any wise appertaining.

This Conveyance is intended as a Mortgage to secure the payment of the sum of Twenty Two Hundred and fifty Dollars as follows, the sum of Two Hundred and Fifty Dollars on or before May 20th 1861 and Two Thousand Dollars on or before the first day of September 1861 and these presents shall be void if such payment be made. But in case default be made in the payment of the principal, as above provided, then the parties of the second part, their executors, administrators and assigns, are hereby empowered to sell the premises above described, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale to retain the said principal, together with the costs and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the parties of the first part, their heirs and assigns.

In Witness Whereof, the said parties of the first part, have hereunto set there hands and seals the day and year first above written.

Signed Sealed and Delivered
in the Presence of
The words or intent and
and Interest being first recited above
Jas. A. Gerry
Geo. J. Mills

J. S. Freeborn
Wm. L. Card
real
seal

United States of America
Territory of Utah County of Carson

On this First day of May A. D. One Thousand Eight Hundred and Sixty One before me Wm Smith a Justice of the Peace in and for Precinct No 9 County and Territory aforesaid, personally appeared J. S. Freeborn and

W. L. Cards to me personally known to be the individual described in and who executed the annexed Instrument, and acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand the day and year first above written

Wm. Smith

Justice of the Peace

Paul Halt & John Halt }

To

J. S. Frubon & Wm. L. Cards }

Real Estate

This Indenture Made the First day of May in the year of our Lord one thousand, eight, hundred and Sixty-one Between Paul Halt and John Halt of the first part and J. S. Frubon and William Cards all of Carson County Utah Territory of the second part, Witnesseth That the said parties of the first part, for and in consideration of the sum of Twenty Seven Hundred and Fifty Dollars, lawful money of the United States of America, to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, remised, conveyed and quit-claimed, and by these presents do grant, bargain, sell, remise, convey and quit-claim, unto the said parties of the second part and to their heirs and assigns forever, all the right title and interest of the said parties of the first part in and to all that piece of land lying on Carson river one mile Northeastly from Chinatown Carson County Utah Territory and all that portion of a Survey made for the said parties of the first part by S. K. Marlette County Surveyor Feby 2nd 1861 and recorded in Book A page 46 of the records of Edward More and in Book D page 62 of the records of Stephen Kinney that lies upon the Northwest side of Carson river and dividing said tract by drawing a line down the Centre of said river - The whole tract Surveyed being described as follows.

Beginning at a Cottonwoods stake on small bluff about 10 chains Southwesterly from Halt's house on N.W. side of and 11½ chains from Carson river, and running thence S 54½° E 25.00 chs crooping Emigrant road and Carson river to a Willow stake on flat on S.E. side of river whence a blazed Cotton wood tree 15-in dia. bears N. 54½° W. 53 links thence N 40° E. 40.00 chs to a cottonwoods stake on S. E. side of and 10 chains from river thence N 84° 42' W 25.90 chs crooping Carson river & Emigrant road to a Cottonwood Stake on N.W. side of river marked Halt's N.W. cor thence S. 40° W. 49.00 chs to place of beginning Containing in all 110.98 acres

Together with all and singular the buildings, hereditaments, and chattelances thereunto belonging, and the rents, issues, and profits thereof.

In Witness Whereof, the said parties of the first part, have hereunto set their hands and seals the day and year first above written

Signed Sealed }
and Delivered }

in presence of }

Jas. A. Perry }

Ins. J. M. M.

Paul Halt seal
John Halt seal

In witness whereof the said parties of the first part have hereunto
set their hands and seals the day and date above written.
Signed, Sealed and Delivered in
presence of R. H. Farquhar.
Witness of the signature of J. Smith
Edw. C. Moses & Albin Kilmer
Witness of the signature of B. G. Bowd
State of California
County of Alameda

On the 26th day of April A.D. 1861 before me R. H. Farquhar
a public Justice of the Peace for Alameda County personally came to me
Smith to my known to do one of the individuals mentioned in and who
executed the above Mortgage and acknowledged to me that he did so
to the sum of \$1000 and did further say he had given them full
power to sue and collect the same.

In witness whereof I have hereunto set my hand this 26th day
of April A.D. 1861.

R. H. Farquhar

Public Justice of the Peace of the
Territory of Utah
County of Carson On this first day of May A.D. 1861 personally
appeared before me the undersigned, County Recorner and for said County
of Carson, the witness named in below personally known to me to be the
individual described in, and who executed the annexed instrument as a
party thereto, and he acknowledged to me that he executed the same fully
and voluntarily, and for the uses and purposes therein mentioned.

In testimony whereof I have hereunto set my hand
& S. S. and private seal the day and year first in this certificate
written.

Edw. C. Moses Seal

County Recorner Carson County
Filed for Record May 1861 at 5 past 3 P.M. Recorner May 3rd 1861
By R. H. Farquhar S. S. Public Justice of Carson

J. P. Freedman &
William G. Ward
This Instrument, made the first day of May in the
year of our Lord One thousand eight hundred and fifty
one Between J. P. Freedman and William G. Ward parties of the first part
and Paul Kalt and John Kalt all of Carson County Utah Territory
parties of the second part, witnesseth, that the said parties of the first part
for and in consideration of the sum of Twenty Two Hundred and Fifty Dollars
to them in hand paid by the said parties of the second part, do grant, bargains
sell and confirm unto the said parties of the second part, and to their heirs and
assigns forever, all the right, title and interest of the said parties of the
first part in and to that piece or parcel of land lying and being in Carson
River about one mile northerly from Clarendon in Carson County
Utah Territory and being all that portion of a certain Survey made for
the said parties of the second part by B. H. Marlette Surveyor on Febry
23rd 1861 and recorded in Book C. page 46 of the Records of Edw. Moses
and in Book D page 62 of Records of Stephen Hansen, that lies upon

the North West Side of Carson River, and dividing said tract by drawing a line across the Center of said Survey, the same having been by Right of record delivered to the parties hereto by the Surveyor of the first part.

Together with all and singular the furniture, household goods and other effects belonging or in anywise appertaining.

This Conveyance is intended as a Mortgage, to secure the payment of the sum of Sixty Five Hundred and Fifty Dollars as follows, the sum of Two Thousand and Fifty Dollars on or before May 20th 1861, and Two Thousand Dollars on or before the first day of September 1861 and these presents shall be void if such payment be made. But in case default be made in the payment of the principal as above provided, then the parties of the second part, their successors administrators and assigns, are hereby empowered to sell the premises above recited, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law and set out in the money arising from such sale to retain the said principal, together with the costs and charges of making such sale and the surplus if any there be shall be paid by the party making such sale, on demand, to the parties of the first part their heirs and assigns.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written
 Begun at Sixty and Sixteen in the Province of
and interest and and interest time given
 James F. Spring & Geo J. Miles }
 I. S. Threlkell }
 Wm G. Ward }

United States of America
 Territory of Utah

County of Carson } On this First day of May A.D. One
 Thousand Eight Hundred and Sixty-one before me the Justice of the
 Peace in and for Precinct No. 9, County & Territory aforesaid, personally appeared
 I. S. Threlkell and W. G. Ward to me personally known to be the individuals
 described and who executed the annexed instrument, and acknowledged to me that
 they executed the same freely and voluntarily, and for the uses and purposes therein
 mentioned.

In Witness Whereof, I have hereunto set my hand and seal the
 day and year first above written

Wm Smith Justice of the Peace

At Carson and Spring's Stage Office, the 20th of May, 1861
 W. G. Ward Sub. Wm. Smith

Geo J. Miles Sub. Wm. Smith

the North West side of Curson River, and dividing said tract by drawing a line down the center of said River, the same having boundary line of law date herewith surveyed by the parties hereto of the second part to the said parties of the first part.

To getherto all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

This Conveyance is intended as a Mortgage to secure the payment of the sum of Twenty One Hundred and Fifty Dollars as follows: The sum of Two Hundred and Fifty Dollars on or before May 30th 1861, and Two Thousand Dollars on or before the first day of September 1861 and true presents shall be paid if such payment be made. But in case default be made in the payment of the principal as above provided, then the parties of the second part, their executors and administrators and assigns, are hereby empowered to sell the premises above described, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law and out of the money arising from such sale to retain the said principal, together with the costs and charges of making such sale; and the surplus if any there be shall be paid by the party making such sale on demand, to the parties of the first part their heirs and assigns.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.
Signature sealed and delivered in the presence of J. S. Treloar Esq
The words "or interest" and "and interest" being struck crossed above. M. S. L. D. C.

James A. Spring & Son of Miles

United States of America

Territory of Utah

County of Laramie) On the First Day of May of A.D. 19
Thousand Eighteen Hundred and Sixty One before me Mr. Gardner Justice of the
Peace and of the County of Laramie, I do witness and declare that the
Subscribers have this day made their oaths before me.

the identical persons described in the foregoing instrument
and thereto the said David Allen in his own behalf and
as his agent and attorney in fact of Sarah Allen, and as
Administrator of the estate of Williams Allen deceased,
the said William J. Griffin, who thereto acknowledges
that they executed the same freely and voluntarily for the
uses and purposes therein mentioned.

In testimony whereof I have hereunto affixed my

Seal at the day and year aforesaid.

Gordon H. Mott, Associate Justice
Supreme Court, Nevada Territory

Filed 9th August, and recorded 10th August 1861.
Samuel King Recorder.

Francis Wilson
Wm. Ward &
J. G. Freeborn
15 July 1861.

Know all men by these presents, that I Francis Wilson
of San Francisco, in the state of California, for and in
consideration of the sum of one dollar to me in hand paid
by William A. Ward and J. G. Freeborn of Silver City,
Casson County, Nevada Territory, doth receipt whereof is
hereby acknowledged, have remised, released and quit
claimed, and by these presents do remise, release and
quit claim forever unto the said Ward and Freeborn and
to their heirs and assigns forever, all of my right, title and interest
claims, possessions and right of possession of in and to all the piece
of land lying on Carson River one mile northwesterly from
China town in said County of Casson; being all that portion of
a survey made for John and Paul Hall by S. C. Marlett
County Surveyor, February 2^d 1861, and recorded in Book "A"
page 44 of the records of Edward B. Morse, and in Book "D"
page 12 of the records of Stephen A. Kinsey, that lies upon
the North West side of Carson River, and dividing said tract
by drawing a line down the Centre of said River. The whole
tract surveyed being described in said survey, and in the
Deed from John and Paul Hall to said Ward and Freeborn
dated 1st May 1861, and duly recorded. The tract hereby
quit claimed being the same, conveyed by said Deed.
Together with all and singular the tenements, heredita-
ments and appurtenances thereunto belonging, and all
and singular the rights, privileges and franchises
thereto appertaining. To Have and to Hold the above
premises quit claimed, with the appurtenances, unto
the said Ward and Freeborn, and their heirs and
assigns forever.

In witness whereof I have hereunto set my hands

and seal, this 18th day of July 1861.

Sealed and delivered in the

presence of

F. M. Stewart
M. Kirkpatrick

Francis Wilson *Hand*

By his Atty in fact

J. C. Davis.

Territory of Nevada

County of Carson } On this Eighteenth day of July A.D.
1861, before me T. A. Waterman a Justice of the Peace in and
for Precinct No 7 County and Territory aforesaid, personally
appeared to me within named Francis Wilson by his Atty in fact J.
C. Davis whose name is subscribed to the annexed instrument as a
party thereto, personally known to me to be the individual described
in, and who executed the said annexed instrument, who acknowledged
to me, that he executed the same freely, voluntarily, and further with
and purposes therein mentioned as the act and deed of the said
Francis Wilson

Given under my hand this day and year as first above written

T. A. Waterman

Justice of the Peace

Filed at 11^½. A.M. 5 August, and Recorded at 11^½ A.M. 11 August 1861.
Sam'l D. Craig Recorder

Thos J. Bedford:

D. B. Milne
3 Augt 1861

This Indenture, made the third day of August in the year of our
Lord one thousand eight hundred and eighty one. Between Thomas
J. Bedford of Carson City, Nevada Territory, party of the first part
and David B. Milne of the same place of the second part witnesseth
That the said party of the first part, for and in consideration of two hundred
of three hundred and thirty three dollars to him in hand paid, by the
said party of the second part, the receipt whereof is hereby acknowledged
has released, released, and quit claimed, and by these presents doth
release, release, and quit claim unto the said party of the second part
all his right, title, and interest in and to the following described property
lying, being and situated in Carson County, Nevada Territory, to wit
The undivided three fourths interest in and to the following piece
parcel or tract beginning at a certain stake marked with a +
on the continuation of the easterly line of Carson Street about distance
North of the street in the town of Carson City aforesaid known as the
"Fifth Avenue" running thence northerly twenty seven hundred and
forty three feet more or less, thence westerly nineteen hundred and
fifty five feet to the Northeast corner of Rose Ranch thence South
easterly along the Easterly line of said Ranch eighteen hundred and
thirty seven feet more or less thence Easterly Eighteen hundred and

and variations, and also all the metals, ore, gold and silver bearing quartz, rock and earth therein; and all the rights, privileges and franchises thereto incident, appendant or appurtenant, or therewith usually had and enjoyed; and also, all and singular, the tenements, hereditaments and appurtenances thereunto belonging, and all the rents, issues and profits thereof; also, all the estate, right, title, interest, possession, claim and demand, whatever, of the said party of the first part, of, in or to the premises, and every part and parcel thereof, to have and to hold, all and singular, the premises, with the appurtenances and privileges thereto incident, unto the said parties of the second part, and their heirs and assigns forever. And the party of the first part, for himself and his heirs, does hereby agree to and with the parties of the second part, and their heirs and assigns, that he has full right and power to sell and convey the said premises, and that the said premises are now free and clear from "incumbrances, sales or mortgages made or suffered by the said party of the first part." In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written;

Signed, sealed and delivered,
in presence of

John French
S. H. Gilcrest

A. S. Smith, Esq.

Filed for record at 1 P.M. 3 August 1861.

Recorded at 3 P.M. 3 August 1861. James W. Tracy, Recorder.

W. L. Gardner
J. F. Freedman
A. D.
Ober et al
Trustees of
Sucor Loan
Company
18 July 1861.

We, the undersigned, do hereby certify that we, William L. Gardner and J. F. Freedman, of Silver City, San Joaquin County, Nevada Territory, in consideration of the sum of Two Thousand dollars to us in hand paid, the acceptance of which we acknowledge to have been made and doth, and by these presents do grant, alien, convey and confirm unto Benjamin Ober, George Stearns and Joseph H. Moore, trustees of the Sucor Loan Company of San Francisco, in the State of California, all of the following described premises and property situated on Bear Creek River in said County of San Joaquin, about one mile and a half below Mineral rapids. To wit. The right of way for a ditch on Mill Race, together with water and water power and ten acres of land, the same being a portion of a larger tract conveyed by us Paul and John Holt to said Gardner and Freedman, by deed dated May 1st, 1861, duly acknowledged and recorded in the

County Recorder's office of Carson County, to which deeds reference is here made for a description of said larger tract. The right of way hereby conveyed is for a Ditch or Mill Race to be constructed over said larger tract, and to commence at a point near the upper end of said tract, and thence by the best and most practicable route for Mill purposes to a large Slough near the lower end of said tract. The said Ditch is to be of a capacity to convey five thousand inches of water, at least, and may be so constructed as to carry any larger quantity whatever. Also one half part or interest of, in, and to, the ditch or mill race so to be constructed and the right of way to use, possession, and enjoyment of one half of the water flowing or to flow therein, be the quantity more or less. The tract of ten acres of land hereby conveyed is located as follows. Commencing at a point in the center of Carson River where the Race would intersect the River if continued, and running thence up stream along the center of River to the Slough, a part of ^{thence up the center of said Slough or course of River.} which is used for the Race, thence down the center of race to point of beginning, containing ten acres of land be the same more or less.

To have and to hold the same to them, said Ober, Steads and Moore interest as aforesaid, together with all and singular the rights, privileges or franchises thereto belonging.

In witness whereof we hereto set our hands & seals this 18th day of July 1861.

Signed, sealed and delivered
in presence of

H. M. Steele

J. A. Morris

Territory of Nevada,

County of Carson. In witness whereof I, Henry M. Steele, Justice of the Peace of Silver City, Carson County and Territory of Nevada, duly commissioned and sworn, personally appeared the within named Fred. Bands and J. S. Freeborn, whose names are subscribed to the foregoing Deed as parties of the first part thereto, personally known to me to be the individuals well described in and who executed the above instrument and they acknowledged to me that they executed the same freely and voluntarily for the uses and purposes herein mentioned. In witness whereof I have hereunto set my hand in the day & year first above written. Henry M. Steele. Justice of the Peace.

Filed at 77½ Atto. and Recorded at 9 A.M. the 5th August 1861. Town of Carson.
Crown land in 20 line sections in miles.

34

bearing quartz rock and earth therein and all the rights
 privileges and franchises thereto incident appendant or
 appurtenant or therewith usually had and enjoyed and
 also all and singular the tenements hereditaments and
 appurtenances therunto belonging and the rents issues
 and profits thereof and also the right title interest possession
 claim and demand whatsoever of the said party of the first
 part of in or to the premises and every part and parcel
 thereof To Have and To Hold all and singular the pre-
 mises with the appurtenances and privileges thereto inci-
 dent unto the said party of the second part his heirs and
 assigns forever And the party of the first part for him
 self and his heirs doth hereby agree to and with the par-
 ty of the second part and his heirs and assigns that he
 has full right and power to sell and convey the said
 premises and that the said premises are now free and
 clear from all encumbrances sales or mortgages made
 or suffered by the said party of the first part In Wit-
 ness Whereof said party of the first part has hereunto
 set his hand and seal the day and year first above
 written

Sealed and Delivered in the presence of) John Bith (S)

Sam E. Gallett)

O. M. Beckstead)

At 5 P.M. 31 August 1861. Received at 12 M. 3 September 1861. G. D. King, Clerk
 Dr. G. Cardif F. J. T. L. Brown & J. H. L. C. 20 Aug 1861.

This Indenture Made the Twentieth day of August in
 the year one thousand eight hundred and sixty one
 Between William G. Card and J. F. Freeborn of Silver
 City Carson County Nevada Territory parties of the first
 part and J. H. Moore of Virginia City County and Terri-
 tory aforesaid party of the second part Witnesseth That
 the said parties of the first part for and in consideration
 of the sum of Twenty Dollars lawful money of the United
 States of America to them in hand paid the receipt whereof
 is hereby acknowledged Hath granted bargained sold
 remised released quit claimed and conveyed and by
 these presents do grant bargain sell remise release quit
 claim and convey unto the said party of the second part
 and to his heirs and assigns forever all the right title and
 interest estate claim and demand both in law and equity
 as well in possession as in expectancy of the said parties of
 the first part of in and to the following described property
 lying being and situate in the County of Carson Nevada
 Territory located and described as follows to wit All that
 certain piece or parcel of land situated and lying on Carson
 River the same being a part of the John and Paul Knutte
 Ranch or that portion thereof lying between the ditch of the
 Succor Loan Company and Card or Freeborn and the centre
 of Carson River and bounded as follows Commencing at
 the centre of said ditch at the Headgate where the water is

taken from the River & running down said ditch a distance of
 Eighty Rods or to the southern boundary line of land hereby
 parties of the first part to Sutor Loan Co by deed dated
 thence Easterly along said southern line of Sutor Loan Co.
 land to Centre of Carson river thence up the Centre of Carson
 River to place of beginning Together with all and singular
 the tenements hereditaments and appurtenances thereto
 belonging and also all the estate right title interest possession
 claim and demand whatever of the said parties of the first
 part of in or to the premises and every part and partition
 of To Have and To Hold all and singular the premises
 with the appurtenances and privileges thereto incident
 unto the said party of the second part and his heirs and
 assigns forever against all persons whosoever claiming
 title by in through or under said parties of the first part
 And the parties of the first part for themselves and their
 heirs do hereby agree to and with the party of the second
 part and his heirs and assigns that they have full right
 and power to sell and convey the said premises and that
 the said premises are now free and clear from all incum-
 bances sales or mortgages made or suffered by the said
 parties of the first part In Witness Whereof the said par-
 ties of the first part have hereunto set their hands and
 seals the day and year first above written.

Signed Sealed and Delivered in presence of ?

David Levinaty
 H. M. Steele

Wm G Card Seal
 J S Freeborn Seal

United States of America Territory of Nevada County of Carson
 On this Twenty Eighth (28th) day of August A D One Thousand
 Eight Hundred and Sixty one before me Henry M. Steele
 a Justice of the Peace in and for Silver City Precinct
 County and Territory aforesaid personally appeared Wm
 G. Card and J. S. Freeborn to me personally known
 to be the individuals described in and executed the an-
 nexed instrument and acknowledged to me that they
 executed the same freely and voluntarily and for the pur-
 poses therein mentioned In Witness Whereof I have
 hereunto set my hand the day and year first above men-
 tioned

Henry M. Steele

Justice of the Peace Silver City Precinct Carson County N. B.
 Tuesday 8th September R. M. 2 P.M. 3 September 1861. Sawdust, Nevada

J. M. Thompson w. H. Dillard

2 September 1861

This Indenture Made the Second day of September in the
 year of our Lord one thousand eight hundred and sixty one
 Between James M. Thompson of Carson City Nevada Pre-
 cinct party of the first part and D. H. Dillard of the same
 place party of the second part Witnesseth That the said
 party of the first part for and in consideration of the sum
 of two hundred and fifty dollars (\$250) to him in hand paid

ledged) has remised released and quitclaimed and by these presents
doth remise release and quitclaim unto the said party of the second part
and to his heirs and assigns forever all of that certain piece or parcel of
land lying and being situated in Virginia City Territory of Nevada
situated as follows commencing on B Street at the South East corner
of C P Robinsons Lot (now occupied by W Bradford) running South Twenty
feet more or less to the North East corner of West & Los Lot Hence West
one hundred feet more or less to C Street Hence along C St Twenty
feet more or less to the North West corner of Robinsons Lot Hence East
one hundred feet more or less to the place of beginning ~
The above premises are sold subject to the lease given by the party of
the first part to Adolf Herschman who now occupies them bearing
date ~

Together with all and singular the tenements hereditaments and appurtenances
thereunto belonging or in anywise appertaining and the reversion and reversions
remainder and remainder rents issues and profits thereof And also all the
estate right title interest property possession claim and demand whatsoever
as well in law as in equity of the said party of the first part of in or to the
above described premises and every part and parcel thereof with the appur-
tenances ~

To Have and to Hold all and singular the above mentioned and described
premises together with the appurtenances unto the said party of the second
part heirs and assigns forever

In Witness Whereof the said party of the first part has hereunto set his
hand and seal the day and year first above written ~

Signed Sealed and Delivered } A. Hushbaker (Seal)
in the presence of
Geo. Lovall
Sam'l King

United States of America Territory of Nevada County of Carson ~
I Samuel D King Recorder of and for said county duly appointed and
qualified do hereby certify that on this day in my county aforesaid
personally appeared before me Aaron Hushbaker party of the second
and foregoing instrument of writing purporting to be a Deed of Conveyance
from him to Herman Elanger and dated 15th October 1861 and who is
known to me to be the person who executed the same and acknowledged
the same to be his act and deed for the uses and purposes therein
mentioned ~

For Testimony Whereof I have here unto signed my name officially at
Carson City N.V. this 15th day of October AD 1861 ~

Sam'l King Recorder Carson County NV

Filed for Record at 4 PM October 15 1861 Recorded at 1st PM October 21 1861
By G D King Esq Deputy Sam'l King Recorder

J. G. McLean vs Geo. Lovall

1400 Oct 1861

This Indenture made this the Fourteenth day of October in the year
of our Lord One Thousand Eight Hundred and Sixty one Between
J. G. McLean of Carson County Nevada Territory of the first part and

George Stead of the same place of the second part. Witnesseth that the said party of the first part for and in consideration of the sum of Two Thousand Dollars lawful money in hand paid by the said party of the second part the receipt whereof is hereby acknowledged both granted bargained sold remised released and quit claimed and by these presents do grant bargain sell remise release quit claim and convey unto the said party of the second part all that certain piece or parcel of ground right of way Ditch or Mill Race situated lying and being on Carson River in Carson County Nevada Territory about one mile and a half below the town of Mineral Rapids described as follows All the right title and interest in and to that certain piece or parcel of ground which was conveyed to the said party of the first part and William L. Board by Paul and John Watt by deed dated May first A.D. 1861 and recorded among the Land Records of Carson County Nevada in Book page being the entire tract of land conveyed by the said Paul and John Watt to the party of the first part and said Board except the portion heretofore conveyed by the said party of the first part and said land to Benjamin Ober George Stead and Joseph W. Moore in trust for the Successors and Company of San Francisco of the State of California by deed dated July 18th 1861 and recorded among the records of said Carson County August 1861 in Vol 1 folio 26827 and also one fourth interest in and to the ditch or Mill Race constructed upon the said above described piece of ground and the right of way to use possession and enjoyment of one fourth the water flowing therein.

To Have and To Hold the above described piece of ground and said above described ditch interest together with all and singular the rights privileges and franchises therunto belonging free and clear from the claims of all persons claiming or to claim by through or under the said the said party of the first part unto the said party of the second part his heirs executors administrators and assigns forever on by Testimony Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written

Signed Sealed and Delivered }
in presence of }
J. H. Mills }
J. W. Moore }.

J. S. Thelton Esq.
Deputy Sheriff

United States of America }
Territory of Nevada } ss.
County of Carson }

On this Fourteenth (14th) day of October A.D. One thousand Eighty
Hundred and Sixty One, before Henry M. Steele a Justice of the
Peace in and for the County of Carson Nevada Territory aforesaid person
fully appeared J. S. Thelton whom personally known to be the individual
described in and who executed the annexed instrument and as known
to me that he executed the same fully and voluntarily and
for the purpose therein mentioned

In Witness Whereof I have hereunto set my hand the day and year
first above written

Henry M. Steele Justice of the Peace

Filed for record at the Office of the Recorder at 9 A.M. October 17th 1880.

By Acting Surety

together with the appurtenances unto the said party of the second part,
his heirs and assigns forever.

In witness whereof, the said party of the first part hath hereunto set his
hand and seal the day and year first above written,
Signed sealed and delivered
in the presence of:

J. J. Griffith
Joseph Atwell

H. S. Galler Esq

Territory of Nevada,
County of Carson

On this twenty-first day of October A.D. 1861 before
me, Joseph A. Atwell, a Justice of the Peace in and for Virginia City
Precinct, County and Territory aforesaid, personally appeared the
within named H. S. Galler whose name is subscribed to the annexed
instrument as party thereto personally known to me to be the
individual described in and who executed the annexed instrument,
and who acknowledge to me that he executed the
same freely, voluntarily. And for the uses and purposes therein set forth.

Given under my hand the day and year first above written

Joseph A. Atwell

Justice of the Peace of Virginia City
Precinct, at the City of Virginia

File for Record No. 17 in October 26 1861. Recorded 11 October 1861. Number 271861
By - John King, Am. Deputy

Sam'l King Recorder

S

"I do hereby release to Capt. T. C. Reed

26 October 1861

This Indenture made the Twenty-sixth day of October in the
Year of our Lord one thousand eight-hundred and sixty-one
between me, Edward Ward, of Silver City, Nevada Territory party of the
first part and Capt. T. C. Reed of San Francisco California of the
second part; witnesseth: That the said party of the first part,
and in consideration of the sum of Twenty Five Hundred
Dollars, to him in hand paid by the said party of the second
part, the receipt whereof is hereby acknowledged, hath received,
released, and quit-claimed, and by these presents doth renounce,
release, and quit-claim unto the said party of the second part all
his right title, and interest in and to the following described property
lying being and situate in Carson County, Utah Territory, to wit: All
his interest in a certain tract of land and piece or parcel of
land lying upon the northwesterly side of Carson River about
one mile and one half below China town herein described, by buying
from the Hall Brothers May 14 1861, jointly with D. S. Frelow
which deed to us reference is here had to the records of
Carson County (Edward Ward Recorder) Book A pages
134 & 153 and Stephen A. Wm. (Recorder) Book B pages 715
716. Together with all and singular the tenements,

hereditaments and appurtenances thereunto belonging: And also, all the estate, right, title, interest, possession, claim and demand whatsoever of the said party of the first part of in or to the premises and every part and parcel thereof, to have and to hold
age and singular the premises, with the appurtenances unto
the said party of the second part his heirs and assigns forever
against all persons whomsoever claiming title by, in, through
or under the said party of the first part, or the party of
the first part, both agree to and with the party of the second
part that he hath full right to sell and convey the above
described premises and that it is free from every incumbrance
In witness whereof, said party of the first part hath hereunto
set his hand this seal the day and year first above written.

Sealed and delivered in 3:
In presence of 3:
J. G. Newell Philbin
James W. Ayer

Wm. L. Card ^{Seal}

City of Reno
County of Carson

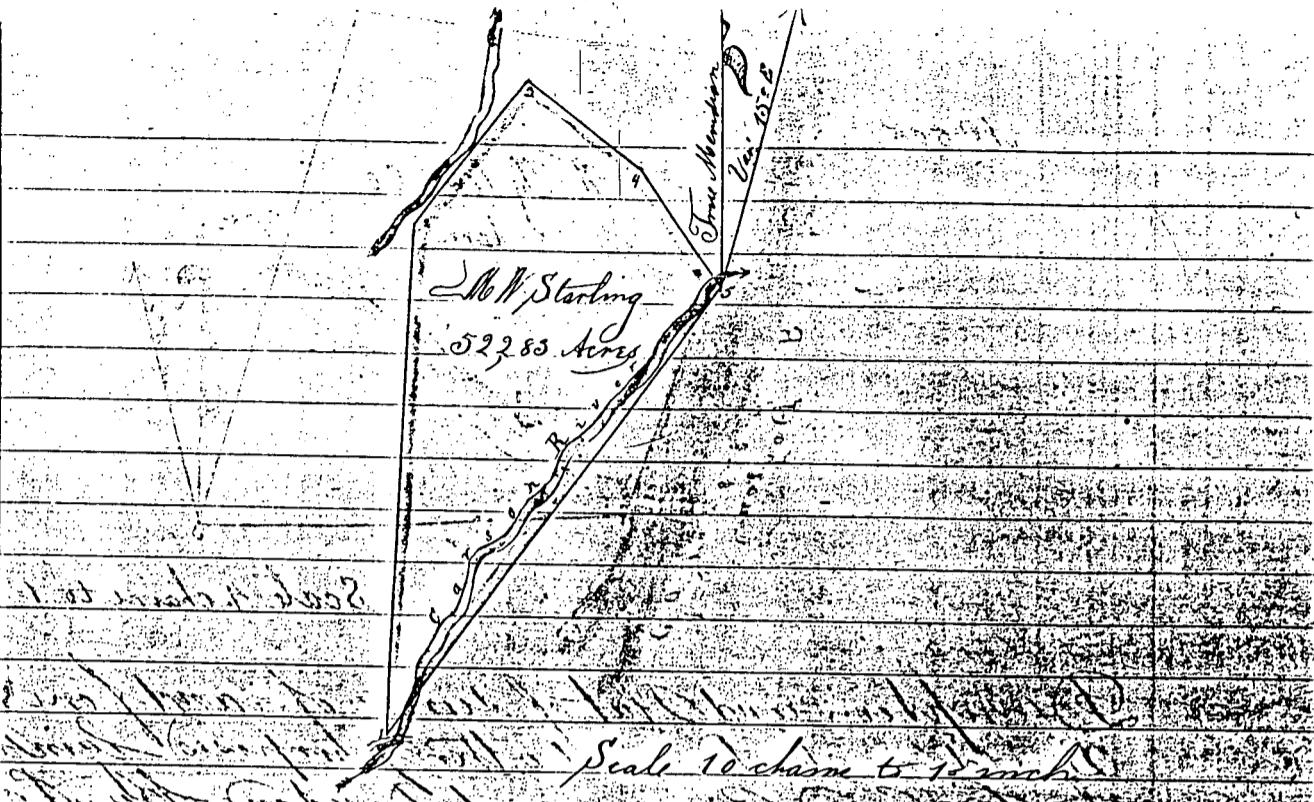
On this twenty sixth day of October
A.D. One thousand eight hundred and forty one before
me the undersigned Chief Justice of the Supreme Court of
Nevada Territory, personally came the witness named, William
L. Card whose name is subscribed to the within
Instrument: As party thereto personally known to be
the individual described in and who executed the
foregoing Instrument and who acknowledged to me
that he executed the same freely and voluntarily, and
for the uses and purposes herein mentioned.

In Testimony whereof I have hereunto
set my hand and seal, the day and year first
above written

Wm. L. Card ^{Seal}
Chief Justice of the Supreme Court of Nevada.

Filed for Record at 15 minutes to 9 AM October 28th 1881, Recorded at 11th Nov 2nd 1881
By John King, Clerk Deputy. John King Recorder

506



Description and Plat of Survey of land for Wood Agriculture
Water Privileges and other purposes about one mile below Dayton
Lyon County Nevada Territory

Surveyed for M W Starling by George Ernst Deputy Com
Surveyor June 2d 1864

Chammon S Stewart and M W Starling

Bearings expressed from assumed true Meridian Var 15° E

Beginning at a stake marked M W Starling N and running N
35.00 chains to stake on bank of branch of [unclear] River
N 37° 30' E 12.90 chains to tree marked M W Starling #63 O River
S 52° 30' E 10.00 chains to large cotton wood tree marked M W Starling #4 O River
S 34° E 10.00 chains to Point of Lincoln River O River
P. 7 W 39.25 chains to place of beginning
Containing 52.83 acres

I certify the above Description
and Plat of Survey to be correct
John Day County Surveyor
by George Ernst Deputy

Dayton Lyon County
Nevada Territory
June 3d 1864

of
The United States

shall to whom this

Whereas, by the

11th June, 1862, as amended by the 2d July, 1864, and in the construction of the Pacific Telegraph line from the Missouri River to the Pacific Ocean, and to enable to government the use of the same for postal, telegraphic, and other purposes, "whereby to The Central Pacific Railroad Company of California a corporation existing under the laws of the State, is constituted a railroad and telegraph line," under certain conditions and stipulations as expressed in said Acts, and provision is made for granting to the said company "long alternate sections of public land, to be designated by odd numbers, to the amount of ten alternate sections per mile on each side of the said railroad, on the line thereof, and within the limits of twenty miles on each side of said road, not sold, reserved, or otherwise disposed of by the United States, and to which a Pre-emption of Homestead Claim may not have attached at the time of said road, is definitely fixed:

And whereas an official statement bearing date November 3rd 1869, from the Secretary of the Interior has been filed in the General Land Office, showing that the Commissioners appointed by the President, under provisions of the sixth section of the said Act of Congress approved July 2, 1864, have reported to him that the line of railroad and telegraph, from Sacramento, in the State of California, extends to the junction with the Union Pacific Railroad in Utah Territory, and known as the Central Pacific Railroad,

this has been constructed and fully completed and equipped in the manner prescribed by the acts of Congress relative to the Pacific Railroad and Telegraph Line, and the Vice President of the said Central Pacific Railroad Company of California has applied for a conveyance of the title to the lands granted to said Company by the said acts of Congress of July

the first section, containing three hundred and thirty-five acres, and twenty-four hundredths of an acre. _____ All of section two, containing four hundred and forty-one acres, and twenty-four hundredths of an acre. _____ All of section three, containing four hundred and one acres, and twenty-one hundredths of an acre. _____ All of section thirteen, containing six hundred and forty acres.

Township Fifteen Range Eighteen

All of section one, containing six hundred and forty-one acres, and twenty-seven hundredths of an acre. _____ All of section four, containing four hundred and one acres, and twenty-one hundredths of an acre. _____ All of section thirteen, containing six hundred and forty acres.

Township Fifteen Range Nineteen

The South West quarter, and North half of section three, containing four hundred and ninety-nine acres, and twenty-four hundredths of an acre. _____ All of section five, containing six hundred and sixty-five acres and eight-hundredths of an acre. _____ All of section seven, containing five hundred and ninety-seven acres, and thirty-two hundredths of an acre. _____ The South West quarter, and the North half of section nine, containing four hundred and eight acres. _____ North half of North West quarter of section seventeen, containing eighty acres.

Township Sixteen Range Eighteen

All of section one, containing six hundred and thirty-five acres, and twenty-four hundredths of an acre. _____ All of section three, containing six hundred and thirty-five acres, and twenty-four hundredths of an acre. _____ All of section five, containing six hundred and thirty-eight acres, and eight hundredths of an acre. _____ All of section seven, containing three hun-

South East quarter,
containing one hundred and
forty acres, and the South West quarter, of
the same section, containing two hundred acres.
The South East quarter of section seventeen, con-
taining one hundred and forty acres. —
The half of section fourty-two, containing three
hundred and forty-three acres, and thirty-
six hundredths of an acre. — Cast half of
the South East quarter, South West quarter of
the South East quarter, South East quarter of
the South West quarter of section twenty-five,
containing two hundred acres. — West half
of section thirty-one, containing three hundred
and twenty acres, and ninety-six hundredths
of an acre. — South West quarter of section
thirty-three, containing one hundred and
sixty acres. —

Township Sixteen, Range Twenty

All of section seven, containing three hundred
and sixty-eight acres, and thirty-six hundredths
of an acre. — All of section seventeen, con-
taining six hundred and twenty-eight acres, and
seventy-five hundredths of an acre. — Lots
numbered one and two of the South East quar-
ter, South East quarter, and Lots numbered three
and four of the South West quarter of Section seven-
teen, containing one hundred and fifty-two
acres, and seventy-two hundredths of an acre.

Township Sixteen, Range Twenty-one

All of section one, containing six hundred and
forty acres, and thirty-two hundredths of an
acre. — East half of section eleven, con-
taining one hundred and twenty acres. —
All of section thirteen, containing six hundred
and forty acres. —
fifteen containing
acres — East half
South West quarter
and West half of
Section twenty-one
acres. —

By

Congress

May,

S.W. 1000 ft.
Review of the Land Office.

Printed October 1876
by the U.S. Government
for the Library of Congress
and the Bureau of Land Management

Received by the Library January 2, 1877,
see library letter No. 2412.

Deed
Book 65
Vol. 9
N. 1
To all to whom these Presents shall come: The Central Pacific Railroad Company, a Corporation duly incorporated & organized under the laws of the State of California, and Mark Hopkins, Concessor to Charles Crocker, and Silas St. Gaudens, both of the City & County of San Francisco, State of California, Trustees of all the lands of the said Central Pacific Railroad Company, lying in the States of California & Nevada & the Territory of Utah, which remained unsold on the first day of October, A.D. 1870, send Greeting:

Whereas, On the first day of October, A.D. 1870, the said Central Pacific Railroad Company conveyed all its lands, lying in the States of California & Nevada, and the Territory of Utah, then unsold, of which the lands herein after described were, and are, a part, to the said Charles Crocker, of the City of San Francisco, to hold in trust, as security, upon payment of Ten Thousand Pounds, for the sum of One Thousand Dollars each, dated on the first day of October, A.D. 1870, and payable yearly, from date, with interest at the rate of six percent, per annum, and owned by the said Central Pacific Railroad Company;

and Whereas, Said Deed of trust, among other matters, provided that the said Central Pacific Railroad Company, should have the sole and exclusive Control & management of said lands, with full power to make sales of the same upon such terms and conditions as might, from time to time, be agreed upon between the said Railroad Company and the said Trustees; and that when such sales had been made, and the purchaser money fully paid, the said Company, and the said Trustees should make in a Conveyance in fee simple of the lands so sold, to the purchaser, purchaser thereof, which Conveyance should absolutely and forever release the lands so conveyed from any & all claim or circumstance, for or on account of said Bonds, or any other debt or obligation of the said Railroad Company;

and Whereas, On the 11th day of August, 1871, Charles Crocker, one of the Trustees, being absent from the Isle of Teneriffe, to be absent for an indefinite period, did resign his trust under said Conveyance of the first of October, 1870; and whereas, on the 15th day of August 1871, the said Silas St. Gaudens, the remaining Trustee under said Conveyance, duly, pursuant to the terms of his last letter to Mark Hopkins of the City of Sacramento, State of California, to fill the Vacancy caused by the resignation of said Charles Crocker; and whereas on the 21st day of August, 1871, the Board of Directors of the said Central Pacific Railroad Company, pursuant to the terms of said trust, did ratify and approve said nomination & did appoint said Mark Hopkins to fill said Vacancy;

and Whereas, The said Railroad Company has sold the lands hereinbefore described, pursuant to the foregoing Conditions, to the "Utah Avenue" Company for the sum of One thousand seven hundred and fifty six & 65/100 (\$1,756.65) Dollars, which sum was been by it fully paid to the said Mark Hopkins and Silas St. Gaudens, Trustees, as aforesaid;

Now Therefore, In consideration of the premises, and the said sum

of Four thousand nine hundred and fifty-six \$4,956.00 Dollars, the
receipt whereof is hereby acknowledged, the said Central Pacific Railroad
Company and the said Clark Hopkins, a citizen of San Joaquin, doth also, as
aforesaid, do grant, bargain, sell and convey to the said "Central Pacific Company"
and its successors heirs and assigns, the following described tract of land
situate, lying and being in the County of Yerba Buena State of California to wit:

the North West quarter of the North East quarter ($SE \frac{1}{4}$ of $NE \frac{1}{4}$);
Lot one of the North West quarter (Lot 1 of $SE \frac{1}{4}$); Lot four of
the South West quarter (Lot 4 of $SE \frac{1}{4}$); and the East half of the South
West quarter ($6 \frac{1}{2}$ of $SW \frac{1}{4}$) of Section Seven (7); the South East-
quarter of the North East quarter ($SE \frac{1}{4}$ of $NE \frac{1}{4}$); Lot four of the
North West quarter (Lot 4 of $SW \frac{1}{4}$); the South West quarter of the
North West quarter ($SW \frac{1}{4}$ of $SW \frac{1}{4}$) and the North West quarter of the
South West quarter ($SW \frac{1}{4}$ of $SW \frac{1}{4}$) of Section Five (5) in Township
Sixteen (16), North of Range Twenty, two (22) East. The South half of
the North East quarter ($SE \frac{1}{2}$ of $NE \frac{1}{4}$); the South half of the North West
quarter ($SW \frac{1}{2}$ of $NW \frac{1}{4}$); the South West quarter of the North East
quarter ($SW \frac{1}{4}$ of $NE \frac{1}{4}$); the South West quarter ($SW \frac{1}{4}$ of $SW \frac{1}{4}$); the
South East quarter of the South East quarter ($SE \frac{1}{4}$ of $SE \frac{1}{4}$); and the
South half of the South East quarter ($SE \frac{1}{2}$ of $SE \frac{1}{4}$) of Section Thirteen
(13) in Township Sixteen (16), North of Range Twenty, one (21) East;
also, the Southern West Quarter ($SW \frac{1}{4}$) of Section
Thirteen (13), in Township Sixteen (16), North of Range Twenty
Six (26), East of said Railroad and railroad, continuing no less
than hundred and one (101) acres, according to the
United States survey, legal, or otherwise, the principal appurtenances
thereunto appertaining, and a temporary, temporary, how-
ever, shall road purposes, a strip of one thousand feet wide, lying
conveniently east of the track of the Railroad, and Company or any
other Railroad, new or otherwise constructed on said lands, and the
right to use of water needed for the operating, repairing of said Rail-
road and roads on said lands, and the right of way to conduct water
from any other lands, access said lands, in pipes or aqueducts, for
said purposes; all subject also to the reservation and condition that the
said person or his successors and assigns, shall erect and maintain good
and sufficient fences on the waters of said ships or slopes of land.
Reserving, however, all rights of the United States to the same as
public land.

De Straat en kerkeld, th. afvervaal perceusse, te ova vand "dele Penitentie
Gemeijding" als waarnemers niet assignir, te ova vand elkeen eenen "dele behoef-
terreer.

The Westminister, New and Eastern Pacific Railroad
Corporate Company, its several executors presents, to be incorporated,
Sect. 1. its President, ^{and} Secretary, ^{and} sealed with its Corporate
Seal; and the said Mark Thompson, G. S. Gilas, H. Gardner,
Trustees, have subscribed their names, and affixed their Seal
this twenty-first (21st) day of December A.D. D. 1844.

John Miller
Society of C. P. R. R. Com.
Mark Hopkins (Seal)
G. W. Gunderson (Seal) (Trustee)

State of California,
City & County of San Francisco) 35,

On this twenty-first (21st) day of December in
the year one thousand eight hundred and seventy seven (1877), before me, Charles
J. Settler a Commissioner ^{in due} for the State of Nevada, duly appointed Commis-
sioner and sworn "and residing in the City, ⁱⁿ County of San Francisco,
State of California, personally appeared the persons named Leander
Stanford, President of the "Central Pacific Railroad Company" and E.
H. Miller, Jr., Secretary of the "Central Pacific Railroad Company" who
are both personally known to me to be the said officers of the said
"Central Pacific Railroad Company" respectively, and the individuals
described in ^{the} within instrument as such
officers of said Company, and they each severally ^{and} personally, then and
there acknowledged to me that they executed the said within instrument as
the free act ^{and} deed of the said "Central Pacific Railroad Company"
freely ^{and} voluntarily, ^{and} for the uses ^{and} purposes therein mentioned.

Also, at the same time and place as the foregoing personally appeared
before me, the within named Black Adolphus and Elias H. Gunderson,
Trustees, whose names are inscribed to the within instrument as
parties thereto, personally known to me to be the individuals
trustees described in ^{the} within instrument as said
Trustees, and they each severally ^{and} freely acknowledged to me that
they executed the same, as said trustees, freely ^{and} voluntarily,
for the uses ^{and} purposes therein mentioned.

In witness whereof, I have written set my name and
affixed my Official Seal, at the City and County of San
Francisco, State of California, this Twenty-first (21st) day
of December A.D. 1877.

Official
Seal

John Miller, Recorder
Commissioner of Deeds, for the State of Nevada resi-
ding in the City and County of San Francisco, State of California
Recorded at request of the "Central Pacific Railroad Company" December 29, 1877,
A.D. 1877, at 10 min. past 2 P.M.,

John Settler

County Recorder
of San Francisco, 1877.

S. M.

John Stothop

Recorder of Lyon Co. Nev.

Deeds
Book H
pg. 591

Deed No. 1437 - Ben Davis.

To all to whom these Presents shall Come:

The Central Pacific Railroad Company, a Corporation duly incorporated and organized under the laws of the State of California and Black Hopkins, (successor to Charles Crocker) and Tilas H. Anderson, both of the City and County of San Francisco, of State of California, Trustee of all the lands of the said Central Pacific Railroad Company, lying in the States of California and Nevada, and the Territory of Utah, which remained unsold on the first day of October, A.D. 1870, stand Witness:

Whereas, On the first day of October, A.D. 1870, the said Central Pacific Railroad Company, Conveyed all the lands lying in the States of California and Nevada, of the Territory of Utah, then owned, of which the lands hereinafter described were, and are, a part, to the said Charles Crocker and Tilas H. Anderson, to hold in trust as security for the payment of Ten Thousand Pounds, for the sum of One Thousand Dollars each, dated on the first day of October, A.D. 1870, payable twenty years from date, with interest at the rate of six per cent. per annum, made and issued by the said Central Pacific Railroad Company;

And Whereas, Said Seal of Tenol, among other matters, provided that the said Central Pacific Railroad Company, should have the sole and exclusive control and management of said lands, with full power to make sales of the same upon such terms and conditions as might, from time to time, be agreed upon between the said Railroad Company and the said Trustees; and that when such sales had been made, and the purchase money fully paid, the said Company, and the said Trustees, should make in a Conveyance in fee simple of the lands so sold to the purchaser or purchasers thereof, which Conveyance should absolutely, and forever release the lands so conveyed from any and all claim or incumbrance, for or on account of said Bonds, or

any other debt or obligation of the said Railroad Company.
And Whereas, On the 14th day of August 1871, Charles Crocker, one
of the Directors, being about to depart from the State of California, to be
absent for an indefinite period, did resign his trust under said
Conveyance of the first of October, 1870, whereupon the 5th day of
August, 1871, the said Silas H. Anderson, the remaining Trustee under
said Conveyance, did pursuant to the terms of his trust nominate Clark
Stephens of the City of Sacramento, of the State of California, to fill the
Vacancy caused by the resignation of said Charles Crocker; and whereas,
on the 21st day of August 1871, the Board of Directors of the said
Central Pacific Railroad Company, pursuant to the terms of said
trust, did ratify and approve said nomination, and did appoint said
Clark Stephens to fill said Vacancy.

And Whereas, The said Railroad Company has sold the land here-
inafter described, pursuant to the foregoing Conventions to Nicolas Russel
for the sum of One hundred (\$100) Dollars, which sum has been by
him justly paid to the said Clark Stephens and Silas H. Anderson,
Trustees, as aforesaid:

Now Therefore, In consideration of the premises, and the said sum of
One hundred (\$100) Dollars, the receipt whereof is hereby acknowledged, the
said Central Pacific Railroad Company, and the said Clark Stephens and
Silas H. Anderson, Trustees, as aforesaid, do grant, bargain, sell,
convey, lease said Nicolas Russel and his heirs, and assigns, the following
described tract of land, situated, lying and being in the County of Yuba,
and State of Nevada to wit: the South East Quarter of the Section 11, in
quarter (S.E. 1/4 of S. 37 1/4) of Section No. Sixteen (16), in Township
Number (16) North of Range Thirteenth (21) East, Mount Diablo Range
the mountain, containing Tract (140) acres, according to the United States
Survey, together with all the privileges and appurtenances thereto
belonging and belonging. Excepting, however, for Railroad
rights, a strip of land four hundred feet wide, lying equidistant east
west of the track of the Railroad of said Company, or any branch thereof
run or built, constructed on said lands, and the right to use all water
needed for the operating and repairing of said Railroad which rises on
said land, and the right of way to conduct water running on other land
across said land in pipes or aqueducts, for said purposes: and further
also to the reservation and condition that the said purchaser uses, and
exercises such and sufficient good and sufficient fences in the said
said strip of land. Reserving, however, all claim to the
United States lands, same as received thereof.

To witness wherefore, the aforesaid Trustees have signed and affixed
their hands, this 1st day of December, 1871, and the said Clark Stephens
has signed by his President and Secretary, and sealed with
his Corporate Seal: and the said Clark Stephens
and Silas H. Anderson, Trustees, have subscribed
and signed and affixed their seals, this 1st day of December
1871, at the city of San Francisco, California.

C. P. R. R. Co. E. H. Miller Jr. Secy. C. P. R. R. Co.
 Clark Hopkins (Seal) }
 S. H. Sanderson (Seal) } Director

State of California, 1855,
 City and County of San Francisco.

On this Twenty first (21st) day of December in the year
 one thousand eight hundred and seventy seven (1877) before me Charles J. Gobert, a Commissioner of Deeds for the State of Nevada, duly appointed, Commissioned at Sacramento, residing in the City, and County of San Francisco, State of California, personally appeared the within named Edward Stanford, President of the "Central Pacific Railroad Company" and E. H. Miller Jr., Secretary of the "Central Pacific Railroad Company," who are both personally known to me to be the said officers of the said "Central Pacific Railroad Company," respectively, and the individuals described in and who have executed the within instrument as such officers of said Company, and they each severally and personally, their and their, acknowledged to me that they executed the said within instrument or the free and clear deed of the said "Central Pacific Railroad Company;" freely and voluntarily, and for the uses and purposes herein mentioned.

Also, at the same time and place as the foregoing, personally appeared before me, the within named Clark Hopkins and Silas H. Sanderson, whose names are subscribed to the within instrument as parties thereto, personally known to me to be the individuals and Trustees described in and who executed the within instrument as said Trustees, and they each severally and duly acknowledged to me that they executed the same, as said Trustees, freely and voluntarily, and for the uses and purposes herein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal, at the City and County of San Francisco, State of California, this Twenty first (21st) day of December A.D. 1877.

John T. Nichols
 Commissioner of Deeds for the State of Nevada,
 residing in the City and County of San Francisco, State of California,
 Recited at the request of J. P. Gage, March 27th, A.D. 1875, a
 10 min. past 1 P.M.

John T. Nichols
 Recorder of Deeds No. 1

G. O. C.

In the Circuit Court of the

United States,

Ninth Circuit, District of Nevada.

Henry McCalmont et al.,

Plaintiff-in-Charge, vs.

New York Funeral Company,

Complainant,

v.s.

The Sutro Funeral Company,

Defendant.

Certificate of Sale.

By United States Marshal and Special Master.

I, James A. Moore, United States Marshal for the
District of Nevada, appointed a Special Master in
the above entitled suit, for the purpose of making
the sale ordered and decreed in said suit by the
above named Court, do hereby certify that under
and by virtue of a decree and order of said Court
and entered into the said suit by the said Circuit
Court of the United States, Ninth Circuit; District of
Nevada, in the suit of Henry McCalmont et al. vs.
New York Funeral Company of New York, substituted, Complainant,
vs. The Sutro Funeral Company, Defendant;

the first day of October, A. D. 1885, and subsequently
modified, by which decree so modified, I was com-
manded to sell the property hereinafter described, and
to give the purchaser a Certificate of Sale con-
cerning a day or two thereafter.

Certificate of Sale

By United States Marshal and Special Master.

I, James A. Moore, United States Marshal for the District of Nevada, appointed as Special Master in the above entitled suit, for the purpose of making the sale ordered and declared herein, as, to, & by the above named Court, do hereby certify that under and by virtue of a decree and order of said Court and entered into as aforesaid, by this said Circuit Court of the United States, Sixth Circuit, D. I. 1885, it is ordered, in the suit of Hoyle v. Mo. Co., et al. vs. Union Trust Company, of New York, defendant, it is ordered:

vs. The Euro Tunnel Company, defendant, on the first day of October, A. D. 1885, and subsequently modified, by which decree, so modified, I was commanded to sell the property hereinbefore described, and to give the purchaser a Certificate of Sale containing a description of the lands, premises and property sold, the price bid for the same, the purchase, and a statement that the lands, premises and property sold are subject to redemption, I duly sold the lands, premises and property hereinbefore described, at public auction, and owing to lands on the fourteenth day of January, A. D. 1889, at the hour of twelve o'clock, noon, at the door of the Court House of Storey County, in Virginia City, in the State of Nevada, after due and legal notice, to the Union Trust Company of New York, corporation, which company was then and then represented by George

Dibble, Cogito, solicitor and agent, who for and on behalf of said Nevada Trout Company of New York, made the highest bid therefor, for the sum of one million three hundred and twenty-five thousand dollars (\$1,325,000) which amount was less than the amount due to the said complainant under the said decree; and the said complaint therefore requiring that the amount of said bid be credited upon the amount due under the said decree I have therefore credited the amount of said bid upon the amount due under the said decree, subject to the confirmation of said sale by said Circuit Court.

The lands, premises and property which were so directed to be sold by said decree as modified, and which were so as aforesaid sold by me are-

First- That certain mining and dressing tunnel situated partly in the County of Storey and partly in the County of Lyon, in the State of Nevada, and commonly known and designated as the South Tunnel, commencing at a point at the hills near Carson River and within the boundaries of Lyon County aforesaid, and extending from said initial point in a westerly direction seven (7) miles, more or less, to and beyond the Bonanza Lode; and the lateral tunnels running easterly and southerly from the main tunnel on the course of said lode, either within the same or east or west of the same; and all other lateral tunnels and all branches, drifts, workings and shafts connected with, belonging to, or appertaining to the same; together with all the

Right to the minerals, the land and the subject
to the confirmation of said sale by said Executive Comt.
The lands, premises and property which were so di-
rected to be sold by said decree as modified, and which
were so as aforesaid sold by one, are:-

First- That certain mining and draining tunnel
situated partly in the County of Storey, and partly in
the County of Lyon, in the State of Nevada, and
commonly known and designated as the Sutro
Tunnel, commencing at a point at the hills near
Carson River, and within the boundaries of Lyon
County aforesaid, and extending from said initial
point in a westerly direction, seven (7) miles, more or
less, to and beyond the Comstock Lode, and the
lateral tunnels extending easterly and southerly
from the main tunnel on the course of said lode,
either within the same or east or west of the same
and all other lateral tunnels and all branches,
drifts, workings and shafts connected with, belonging
to, or appertaining to the same; together with all the
property, real, personal and mixed, and all rights,
privileges, franchises and easements thereto belonging
or in any wise appertaining, and the tolls, incomes,
rents issues and profits thereof.

Second- All of the franchises, property, rights, pri-
vileges and easements, acquired or held by the Sutro
Tunnel Company, and granted under or by force
of an Act of the Legislature of the State of Nevada
entitled an "Act granting the right of way, and
authorizing A. Sutro, and his associates, to construct a
mining and draining tunnel," Approved February 4th

Also, the State to provide, upon the digging of any
road to run Contract and to make a tunnel running
into the Colorado River, so many feet selected or
to be selected in the foot hills of the Colorado River
valley within the boundaries of Larimer County and
between Loral Canon and Weber Canon; and
also to sink a shaft along the line or
course of said tunnel and connecting with the
same at such points as have been or may be
selected; and to charge for the benefit derived by
the persons, companies or corporations along the line
of said tunnel, and others who may be benefited
by the drainage of their mines or lands and from
the same from the flow of water therein, whatever
rate, price sum or sums of money or stock which
have been, are may or shall be agreed upon by and
between the corporation, person or persons to be ben-
efited as aforesaid; and to receive and collect
all sums of money or stock which said person,
companies or corporations shall contract to pay;
and in default of the payment of the same, ac-
cording to the time and condition of such contract or
contracts, to sue for and collect the same in the
Court of competent jurisdiction in ^{the} State of Colorado.
Also, all the property, rights, privileges, easements and
franchises held by the State Tunnel Company and
granted by the Act of Congress of the United States

crossed at such points, as shall be or may be selected, and to charge for the same to be levied by the persons, corporations or individuals along the line of said tunnel, and others who may be benefited by the drainage of their mines or lands and from the same from the flow of water therein, whatever rate, price sum or sums of money or stock which have been, are now or shall be agreed upon by and between the corporation, person or persons to be benefited as aforesaid; and to receive and collect all sums of money or stock which said persons, companies or corporations shall contract to pay; and in default of the payment of the same, according to the time and conditions of such contracts or contracts, to sue for and collect the same in any court of competent jurisdiction in the State of Nevada. Also, all the property, rights, privileges, easements and franchises held by the Silver Tunnel Company and granted by the Act of Congress of the United States of America, entitled "An Act granting to the State of Nevada the right of way, and granting other privileges, to and in the construction of a draining and exploring tunnel to the Comstock Lode, in the State of Nevada," approved July 23rd, A.D. 1856.

Also, the right of way to and construct and maintain a mining, draining and exploring tunnel, and to sink mining, working and air shafts along the line or course of said tunnel and connecting with the same at any points which may be selected, commencing at a point at the hills near the Carson River and within the boundaries of Lyon County, and extending from said initial point

in a westerly direction seven miles, more or less, to and beyond the Comstock Lode; and the right of way one
thirty and southward on the course of said lode, either
within the same or east or west of the same, and
also on or along any other lode which may be dis-
covered or developed by the said tunnel; Also the right
to purchase from the United States, at one dollar and
twenty-five cents per acre, a sufficient amount of
public land near the mouth of said tunnel for the
use of the same, not exceeding two sections, not mineral
land or in the bona-fide possession of other persons
claiming under any law of Congress on the 25th
day of July, 1866; Also the right to purchase at five
dollars per acre such mineral veins and lodes within
two thousand feet on each side of said tunnel
as have been or shall be cut, discovered or developed
by running and constructing the same through its
entire extent, with all the dips, apertures, angles of
such lodes, to the intent as granted in said act
of Congress, approved July 25, 1866; Also the right,
privilege and franchise that all persons, companies or
corporations claiming minerals or mines in said Com-
stock Lode or any other lode claimed, benefited or
developed by said tunnel, shall hold their claim
subject to the condition that they shall contribute
and pay to the owners of said tunnel the same rate
of charges for drainage & other benefits derived from
said tunnel or its branches as have been or hereafter
shall be agreed between such owners

public land near the mouth of said tunnel further
of the same, not exceeding two sections, and mineral
land also the bona-fide possession of other persons
claiming under any law of Congress on the 25th
day of July, 1866; Also the right to purchase at five
dollars per acre such mineral veins and lodes within
one thousand and feet on each side of said tunnel
as have been or shall be cut, discovered or developed
by running and constructing the same through its
entire extent, & with all the dips, spiraled angles of
such lodes, to the extent as granted in said act
of Congress, approved July 25, 1866; Also the right, priv-
ilege and franchise that all persons, companies or
corporations owning claims or mines on said Com-
stock Lode or any other lode claimed, benefitted or
developed by said tunnel, shall hold their claim
subject to the condition that they shall contribute
and pay to the owners of said tunnel the same rate
of charges for drainage & other benefits derived from
said tunnel or its branches as have been or hereafter
may be named in agreements between such owners
and the companies representing a majority of the
estimated value of said Comstock Lode on said 25th
day of July 1866.

Third—Also the following described tracts of land
situated in Lyon and Storey Counties in the State
of Nevada, to wit:

The S.E. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 36, Township 17 N. Range
21 E.

The S.W. $\frac{1}{4}$ of Section 31, Township 17 N. Range 22 E.
The S. $\frac{1}{2}$ of S.S. $\frac{1}{4}$ S. $\frac{1}{2}$ of S.W. $\frac{1}{4}$, N. 20 $\frac{1}{4}$ of S. 20 $\frac{1}{4}$ of Section
32, Township 17 N. Range 22 E.

The Schedule of Sections of Sectional Relationships 1.6 K. Range
21, to
The Schedule of Sections of Sectional Relationships 1.6 K. Range 21,
except the following blocks are taken from of Surveyor
for official map, figure 112-21-11-25-426, 427, 428, 419,
430, 431, 469, 470, 471, 472, 473, 474, 475, 476, 524, 525, 526,
527, 528, 529, 530, 531, 569, 570, 571, 572, 573, 574, 575, 576, 577,
578, 579, 580, 581, 582, 618, 619, 620, 621, 622, 623, 624, 625, 626,
627, 628, 629, 630, 631, 669, 670, 671, 672, 673, 674, 675, 676, 724,
725, 726, 727, 728, 729, 730, 731, 769, 770, 771, 772, 773, 774, 775,
776, 826, 827, 828, 829, 871, 572, 573, 574, 926, 927, 928, 929, 931,
972, 973 and 974.

The entire of Section 5, Township 16 N., Range 22 E.
The S. 1/2 of S. 2, S. 1/2 of S. 16 N., S. 30' W. of S. 30' E., S. 30' E.
of N. 30' E., lot 1 of S. 30' E., S. 30' E. of N. 30' E., N. 30' E. of S. 30'
of Section 5, Township 16 N., Range 23 E.

The 1st, 2nd & 3rd of S. E. 4, A. G. in the sum of £. 20^{1/4} of Lecture
Fees, Foursome 13. 1. being £. 2^{1/2}.

The whole of Section 7, Township 16 N. Range 22 E.

One S.E. 1/4; A.W. 1/4; And 11.2 of S.W. 1/4 of Section 12, Section
16-T., Range 21-E.

The 6th of Feb'y. C. 2 of S.C. '91 of Section 11, Township
t. Range 21 E.

The City of Dickinson, Township 16 S., Range 6
The City of Dickinson, 1903.

W. 14th, S. 1st of Section, S. 2nd of Section, S. 3rd of Section, N.E. 1/4 of
S. 2nd of Section, S. 3rd of Section, S. 4th of Section, S. 5th of Section, S. 6th of Section, S. 7th of Section,
S. 8th of Section, S. 9th of Section, S. 10th of Section, S. 11th of Section, S. 12th of Section, S. 13th of Section.

The 4th of Oct^o of A.D. 1840 at the village

85. Four in ship 10 m. W. of Cape 22.0. S. Lat. 38° 45' S. Long. 165° 37' E. S. Lat. 38° 45' S. Long. 165° 37' E.

22. Oct. 1881. At 8 a.m. the 2^d Geodetic ship left Klang.

to the wanted table figure.

After that certain persons may think it safe to what is done with
the spring after it has been

for a period exceeding 17 years, or until the date of publication in the State of I.

the State of Carolina.

Also that certain ditch and water rights known as the
Ditch intersecting the Rock Creek and Gold River, are
situated in the County of Laramie, State of Nevada.
Also all buildings, structures and improvements belonging to
the defendant, situated and being in the Counties of
Laramie and Story, State of Nevada.

Fourth - Also all mine and tailings, and all mining and
other machinery, stores, supplies, tools and implements
including all blacksmith tools and supplies, carpenters
tools and supplies, drills, prospecting outfit and sup-
plies, engines, cars, tramways, rails, telegraph and
electrical appliances and supplies, lumber, wood charcoal,
chemicals, hardware, explosives, pumps, lamps,
reflectors, farm and ranch supplies and implements,
crops, grain, hay, horses, mules, live stock, wagons,
vehicles, house hold and office furniture and sup-
plies, and generally all machinery, implements, tools,
supplies and appliances and property now in use
or on hand at or in connection with the said

Sixth - Journal - or any part or portion thereof; and
Also all books of account and vouchers kept by the
defendant in the ^{State} Counties of Story and Laramie, relat-
ing to the said business, the business thereof.

Fifth - Also all the right, title and interest of the
defendant the Seabro Tunnel Company in, under and
over the part of dry land, all articles of agreement, contracts
and agreements heretofore made and entered into by and
between the Seabro Tunnel Company, or its predecessors
in interest, on the one part, and various persons,
explosives and mining companies owning, operating
and controlled by miners, mining claims and leases
in the County of Laramie and vicinity, on the other part
all lands, minerals, fixtures, equipment, contracts and agreements
hereinafter mentioned, either singly or for the payment to the Laramie
Tunnel Company, or to certain individuals, tolls, revenues, charges
and expenses of money, and to be hereby further certify
that said lands, fixtures, franchises and property were so sold
by the defendant as a unit as a whole, as provided and
agreed by said decree.

And do further hereby certify that the said lands, some

and property are subject to garnishment pursuant
to the general laws of the State of Nevada.

Given under my hand at Carson City, Storey County,
State of Nevada, this first day of January
A.D. 1889.

James A. Moore,
Special Marshal in said County and United States
Marshal for the District of Nevada.

State of Nevada, ss
County of Storey

Pursuant to 3^d day of January, A.D.
1889, personally appeared before me, a Notary Public
in said county James A. Moore, United
States Marshal for the District of Nevada, and a
special Marshal appointed by the Honorable the
Circuit Court of the United States in and for the
Ninth Circuit, District of Nevada, in the suit
of Joseph McCalmont et al. vs. The Union Trestle
Company of New York, substituted, complainant vs.
the Eureka Tunnel Company, Defendant, known
to me to be the person described in and who ex-
ecuted the foregoing instrument, who acknowledged
to me that he executed the same in his said agent
capacity, and for the uses and purposes therein men-
tioned.

To witness
Seal.

C. E. Mack,
Notary Public

Recorded at the Request of Robert Lavers January
28 1889 at 9 o'clock A.M.

John P. Morris

County Recorder

Recd. to the Report of John Doherty August 12th 1889
Committee past 8 o'clock AM

(Per T. Mack)

Book K
page 529

Berry Recorder

This Indenture, made this 2nd day of August, 1889, between James A. Morris, United States Marshal for the District of Nevada, and a Special Master appointed in the suit hereinafter mentioned, of the state of Nevada, of the City of Goldfield, and the Union Trust Company of New York, a corporation, of the second part. Whereas, at a term of the Circuit Court of the United States, for the Ninth Circuit, District of Nevada, held at Carson City, in said State, on the 1st day of October, 1888, it was, among other things, ordered, adjudged and decreed by the said Court, in a certain suit then pending in said Court between Hugh McCalmont et al., Union Trust Company of New York, debtors, complainants, and the Extra Tunnel Company, defendant, that the property and premises described in said decree and in a mortgage executed by the said Extra Tunnel Company to the assignees of the Union Trust Company of New York, and also described in the complaint in said suit and the schedules thereto annexed, or so much thereof as might be necessary, be sold by James A. Morris, United States Marshal for the District of Nevada, appointed Special Master in said suit for the purpose of making said sale, that the said sale be made at public auction, to the highest bidder, between the hours of nine in the morning and five in the afternoon, at the door of the Court House of said City, County, in the state of Nevada; that before making such sale the said Special Master post written notices of the time and

current fully paid and satisfied in the sum of \$10000000.
which amount the judgment appears to be judgment and decree of
the said Court for a certain sum to be paid by the defendant and
plaintiff to the McDonald estate and upon such lump sum of
New York substituted sum of money, and the said several
company defendants, that the property and premises above
out-said decree and in a mortgage executed by the said Extra
Tunnel Company to the assignees of the Northern Trust Company
of New York, and also described in the complaint in said
suit and the schedules thereto annexed or so much thereof
as might be necessary, be sold by James D. Moore, United States
Marshal for the District of Nevada, appointed Special Master
in said suit for the purpose of making said sale, that the
said sale be made at public auction, to the highest bidder,
between the hours of nine in the morning and five in
the afternoon, at the door of the Court House of said Lyon
County, in the state of Nevada; that before making such sale
the said Special Master post written notice of the time and
place of said sale, particularly describing the property, for
twenty days necessarily, in three public places in each
township where the said property or any part thereof
is situated, and also in the township and city where the
property was to be sold, and publish a copy of such notice
once a week for the same period in some newspaper
published in said County of Lyon, and in some newspaper
published in the County of Lyon, in said State;
that the premises and property in said bill of complaint
and schedules thereto annexed and hereinafter mentioned
and described, be sold in one parcel and as a whole;

That the said Plaintiff or his attorney, or his agent, or his
successor in that office, shall pay to the Plaintiff or his attorney,
or his agent, or his successor in that office, or to the Plaintiff's
trustee, prior to the purchase, a certificate of title containing
a particular description of the land and property, with the
price bid for the same, the price paid, and a statement
that the land and property is subject to redemption;
that if no redemption be made within six months after
such sale, the said Special Master report such sale to said
Court, and upon the confirmation of such sale by
said Court and Special Master, cause and deliver to the
Plaintiff a deed and all necessary conveyances, and assign-
ments of the property bought by him; and it is also, by
said Special Master, in pursuance of said order and
judgment of said Court, done on the 14th day of January
1857, sell at public auction, at the door of the Court-House
of Slidell County, in the State of Nevada, the premises de-
scribed in said decree, due notice of the time and place
of such sale being first given, pursuant to the said decree,
at which sale the premises hereinafter described were fairly
driven off to the said Merchant's Company of New York,
the holder of the bond, for the sum of one million
three hundred and twenty five thousand (\$1,325,000) dollars,
that being the highest sum bid for the same in said
Court. The said Special Master, in pursuance of said decree
and sale, gave to the Plaintiff, said Merchant's Company
of New York, a certificate of title of the said premises and
belongings, on the 18th day of July, 1857, the
said Court, ratified and confirmed said sale, and
ordered the said Special Master to cause and deliver to the
Plaintiff a deed of the said premises and property.

In witness whereof, I have signed my name,
the party of the first part, of this instrument.

of such sale being first given, pursuant to the said decree,
at which sale the said Plaintiff in Error, and his
trustee, offered to sell the same for the sum of four hundred
and twenty dollars, and the Plaintiff in Error, and his
trustee, offered to sell the same for the sum of three hundred
and twenty five thousand dollars (\$325,500) dollars,
that being the highest sum bid for the same, and
Plaintiff in Error, and his trustee, and his trustees
and sales, gave to the purchaser, said Merchant Company
of New York, a certificate of sale of the said premises and
improvements, and fixtures, on the 18th day of July, 1859, the
said Circuit Court satisfied and confirmed said sale, and
ordered the said Special Master to execute and deliver to the
Plaintiff in Error, a deed of the said premises and property.

I, the undersigned witnesseth, That the said Special Master,
the party of the first part to these presents, in order to carry
into effect the sale made by him as aforesaid, in pursuance
of the order and decree of said Court, and in conformity to
the statute in such case made and provided, and also in
consideration of the premises and of the said sum of money
so bidden as aforesaid, having been first duly paid by the said
party of the second part, the receipt whereof is hereby ac-
knowledged & here granted, bargained and sold, and by these
presents do grant, bargains & sell unto the said Union
Bank Company of New York, the party of the second part,
all the right, title and interest in and to the said Premises.

The budget of the year had been balanced by the
removal of post offices against heavy losses
incurred from the sale and early cancellation

described certain mining and dressing claims situated partly
in the County of Storey and partly in the County of Lyon
in the State of Nevada, And commonly known and design-
ated as the Butte tunnels, commencing at a point at the
hills near Carson River and within the boundaries of Lyon
County aforesaid and extending from said initial point in a
westerly direction seven (7) miles, more or less, to and beyond the
Comstock Lode, and the lateral tunnels extending northward
and southward from the main tunnel on the course of said lode,
either within the same or east or west of the same, and
all other lateral tunnels and all branches, drifts, workings
and shafts connected with, belonging to, or appertaining to the
same; together with all the property, real, personal and
mixed, and all rights, privileges, franchises and easements
thereto belonging or in any wise appertaining, and the tolls,
income, rents, issues and profits thereof.

Second—All of the franchises, property, rights, privileges
and easements, acquired or held by the Butte Tunnel
Company, and granted under or by force of an Act of the
Legislature of the State of Idaho intitled "An Act granting
the right of way, and authorizing A. Butte, and his as-
sociates, to construct a mining and draining tunnel"
Approved February 4, 1865; also, the exclusive privilege of
the right of way, and to run, construct and excavate
a tunnel running into the Comstock Lode, from any
point selected, or to be selected, in the foothills of the Caron
River Valley, within the boundaries of Lyon County and
between Caron Barrow and Weber Barrow; and also to sink
mining shafts along the line or course of said tunnel; and

and shafts connected with the mine, and all other rights
pertaining to the shafts, all the property, real personal and
privileges, and all right, privilege, power, license and permission
to enter into any and all the streets, alleys and thoroughfares
belonging or in any way pertaining thereto
incomes, rents, issues and profites thereof.

Second - All of the franchises, property, rights, privileges
and easements, acquired or held by the Butte Mineral
Company, and granted under or by force of an Act of the
Legislature of the State of Idaho intitled: "An Act granting
the right-of-way, and authorizing A. Betts, and his as-
sociates, to construct a tunneling and draining tunnel"
Approved February 11, 1865; also, the exclusive privilege of
the right-of-way, and to run, construct and excavate
a tunnel running into the bonestock Lodes, from any
point selected, or to be selected, in the foothills of the Caron
River Valley, within the boundaries of Lyon County and
between Bonneville and Weber Barrows and also to sink
mining shafts along the line or course of said tunnel, and
connecting with the same at such points as have been
or may be selected, and to charge for the benefit derived
by the persons, companies or corporations along the line of
said tunnel, and others who may be benefited by the drainage
of their mineral lodes and freeing the same from the flow
of water therein, whatever rates, price, sum or sums of
money or stock which have been, are, may or shall be agreed
upon by and between the corporation, personal persons
be hereafter mentioned. And to receive and collect all mon-

of money or value which said person may have
shall constitute an obligation to him of the sum
of the same, according to the time and condition of said
contract or contract, to sue for and collect the same in any court
of competent jurisdiction in the state of Nevada.

Also, all the free party, rights, privileges, easements and franchises held by the Sulphur Insurance Company and granted by
the Act of Congress of the United States of America, entitled
"An Act granting to Andrew the right of way, and granting
certain privileges to aid in the construction of a drainage
and surveying tunnel in the Comstock Lode, in the state
of Nevada," approved July 25th, A.D. 1866.

Also, the right of way to run, construct and operate a mining,
draining and exploring tunnel, and to sink, mine, work,
and all shafts along the line or course of said tunnel and
connecting with the same at any point which may be
selected, commencing at a point at the hills near the town
of Gold Hill within the boundaries of Lyon County, and ex-
tending from said initial point in a northerly direction
one mile, nine thousand feet beyond the Comstock Lode,
and the right of way northward and southerly on the
course of said side, although within the same, or east or west
of the same, and also on making any other lode which
may be discovered or developed by said tunnel. Also the right
to purchase from the United States, at one dollar and twenty
five cent hundred, a sufficient amount of public land
from the month of said tunnel for use of the same, not
exceeding two sections, not more than land or in the benefit
or use of other persons claiming under any law of
the United States, the 25th day of July, 1866; Also the right to
have not five dollars per acre such mineral veins and
lodes within two thousand feet on each side of said tunnel
as have been so far ascertained.

River and within the two miles of said river having a width
of one thousand and twenty feet or thereabouts to be divided
into two parts, more or less to each part so as to be suitable
and convenient for a family and another family and the
course of said bede, either within the same, or east or west
of the same, and also one or along any other bede which
may be discovered or clearly perceived by said surveyor, shall the right
to purchase from the United States, at one dollar and twenty
five cents per acre, a sufficient amount of public land
in the South of said tract for use of the same, not
extending to a portion, not mineral land or any other land
possessed of other persons, claiming under any law of
the country or the territory of July, 1866; also the right to
have at five dollars per acre such mineral veins and
beds within the thousand feet on each side of said tracts
as have been or shall be cut, discovered or developed by run-
ning and exploring the same through its entire extent,
with all the dip, spur and angles of such beds, to the
extent so granted in said act of Congress, approved July 25,
1866; also the right, franchises and franchises, that all persons,
companies or corporations owning claims or mines on said
Bonnechere Lode or any other bede drained, benefitted or de-
veloped by said mine, shall hold their claims subject to the
condition that they shall contribute and pay to the owners of
said tract the same rate of charges for drainage or other

benefits derived from said tunnel and its branches as have been
settled by agreement in agreements between such owners and the
Companies representing a majority of the estimated value of
said tunnel or roads on said 25th day of July, 1866.

I find - Also the following tracts of land situated in the
Ard-Story-Gemini, in the State of Canada, to wit:

The S.E. 1/4 of S.E. 1/4 of Section 36, Township 17 N., Range 21 E.

The S.W. 1/4 of Section 31, Township 17 N., Range 22 E.

The S. 1/2 of S.E. 1/4, S. 1/2 of S.W. 1/4, S.W. 1/4 of S.E. 1/4 of Section 22,
Township 17 N., Range 22 E.

The S.E. 1/4 of S.E. 1/4 of Section 2, Township 16 N., Range 21 E.

The whole of Section 1, Township 16 N., Range 21 E., except the
following blocks in the town of Section, as per official map, viz

41, 424, 425, 426, 427, 428, 429, 430, 431, 467, 471, 472, 473, 474, 475,
476, 524, 525, 526, 527, 528, 327, 531, 569, 370, 371, 372, 573, 574, 575, 576,
577, 578, 579, 580, 581, 582, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627,
628, 629, 630, 631, 669, 670, 671, 672, 673, 674, 675, 676, 724, 725, 726, 727,
728, 729, 730, 731, 769, 770, 771, 772, 773, 774, 775, 776, 824, 827, 828, 829,
871, 872, 873, 874, 926, 927, 928, 929, 971, 972, 973 and 974.

The whole Section 6, Township 16 N., Range 22 E.

The S. 1/2 of S.E. 1/4, S. 1/2 of S.W. 1/4, S. 1/2 of S.E. 1/4, S. 1/2 of S.W. 1/4
of S.W. 1/4, S. 1/2 of S.E. 1/4, N. 1/2 of S.E. 1/4 of Section 5, Township
16 N., Range 22 E.

The N. 1/2 of S.E. 1/4, N. 1/2 of S.W. 1/4 of S. 1/2 of S.E. 1/4 of Section 8,
Township 16 N., Range 22 E.

The whole of Section 7, Township 16 N., Range 22 E.

The N. 1/2, S. 1/2 and W. 1/2 of S.E. 1/4 of Section 12, Township 16
N., Range 21 E.

The S. 1/2 of S.E. 1/4, S. 1/2 of S.E. 1/4 of Section 11, Township 16 N.,
Range 21 E.

The W. 1/2 of S.E. 1/4 of Section 14, Township 16 N., Range 21 E.

625-1-29-1-30-6-31, 669, 670, 671, 672, 673, 674, 675, 676, 724, 725, 726, 727,
728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739
674, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739
The S.E. 1/4, S.W. 1/4, N.W. 1/4, S.E. 1/4 of S.E. 1/4, S.W. 1/4 of S.E. 1/4,
W.E. 1/4 of S.E. 1/4, S.C. 1/4 of S.E. 1/4, N.E. 1/4 of S.E. 1/4 of Section 5, Township
16 N., Range 22 E.
The S.E. 1/4 of S.E. 1/4, N.W. 1/4, N.W. 1/4 of S.E. 1/4 of Section 8,
Township 16 N., Range 22 E.
The whole of Section 7, Township 16 N., Range 22 E.
The N.E. 1/4, S.W. 1/4 and W.E. 1/4 of S.E. 1/4 of Section 12, Township 16
N., Range 21 E.
The S.E. 1/4, S.E. 1/4, S.E. 1/4 of S.E. 1/4 of Section 11, Township 16 N.,
Range 21 E.
The S.E. 1/4 of S.E. 1/4 of Section 15, Township 16 N., Range 21 E.
The E. 1/2 of S.E. 1/4, N.W. 1/4 of S.E. 1/4, S.E. 1/4 of S.E. 1/4, W.E. 1/4 of S.E.
1/4, S.E. 1/4 of S.E. 1/4, S.E. 1/4 of S.E. 1/4, S.E. 1/4 of S.E. 1/4 of Section 13,
Township 16 N., Range 21 E.
The S.W. 1/4, E. 1/2 of S.E. 1/4, S.E. 1/4 of S.E. 1/4 of Section 18, Town-
ship 16 N., Range 22 E.
S.W. 1/4 and S.E. 1/4 of Section 5, Township 17 N., Range 22 E.
All of the Second Parallel Base and Meridian, according to
the United States official surveys.
Also that certain property claimed to what is known as the
Sulphur Springs, described as the W.E. 1/4 of S.E. 1/4 of Section
8, Township 17 N., Range 22 E., of said Base and Meridian.

and all the state of Bodie, California, and all the land
and buildings thereon, and water rights, and all the property
thereon.

Second. Certain lands and water rights and buildings
also that certain docks and water rights and buildings known
as the Bee Watch, intersecting the Rocky Point Hill ditches,
situated in the County of Lyon, State of Nevada.

Also all the buildings, structures and improvements belonging
to the defendant, situated and being in the County of Lyon
and Storey, State of Nevada.

Fourth. Also all ore and tailings and all mining and other
machinery, tools, sup. fixt. and implements, including
all blacksmith tools and supplies, carpenter tools and
supplies, drills, surveying outfit and supplies, engines, cars
tramways, rails, telegraph and electrical appliances and supplies,
lumber, wood, coal, charcoal, chemicals, hardware, explosives,
pump, lamps, reflectors, farm and ranch supplies and
implements, traps, grain, hay, horses, mules, livestock, wag-
ons, vehicles, household and office furniture and supplies,
and generally all machinery, implements, tools, supplies,
appliances and fire partly now in use or on hand at or
in connection with the said mine tunnel or any part
or portion thereof; and also all books of account and
books kept by the defendant in said Counties of Lyon
and Storey, relating to the said tunnel or the business
thereof.

Fifth. Also all the right title and interest of the defendant
in the Silver Tunnel Company, including undivided growing out
of 1/3 and all articles of agreement, contract and agreement
hereafter made and entered into between the defendant
and his heirs, executors or administrators, and
various persons, corporations and mining companies, owners
operating and interested in mines, mining claims and
docks on the Comstock Lode and in the State of Nevada.

and all such held and offered for sale and all machinery
or apparatus of all descriptions, equipment, tools, fixtures,
apparel, and property now or hereafter owned, held, or
used connected with the said business, mining, prospecting
or partaking thereof; and also all books of account and
books kept by the defendant in said Counties of Oregon
and Idaho, relating to the said business.

Also all the right title and interest of the defendant,
the Sulphur and Gem Company, in, to, under and growing out
of any and all articles of agreement, contracts and agreements
hereof made and entered into between the Sulphur and
Gem Company and its successors in interest, on the one part, and
various persons, corporations and mining companies, owners
operating and interested in mines, mining claims and
lodes on the Bonanza Lode and vicinity, on the other
part, in which said articles of agreement, contracts and agree-
ments provide, among other things, for the payment to
the Sulphur and Gem Company of certain royalties, tolls,
revenues, charges and sums of money I do declare and to hold
well and singularly the said property and premises above
mentioned and described and hereby conveyed unto the
said party of the second part, its successors and assigns
forever.

In witness whereof, the said party of the first part,

55

United States Marshal of said District of Columbia
measured it in his hand and seal the day and year first
written above written.

James A. Moore, ³⁰⁰⁰³
Special Master in said suit and United States Marshal
for the District of Bevada
State of Bevada }
County of St. George } 88.

On this 2nd day of August, A.D. 1884,
personally appeared before me, a Notary Public in and
for the said County, James A. Moore, United States
Marshal for the District of Bevada, and Special Master
appointed appointed in the suit of Hugh McCalmont
et al., Plaintiff in the Company of New York substituted, com-
plainant, v. The Standard Company, defendant in
the Circuit Court of the United States for the Ninth Cir-
cuit, District of Bevada, known to me to be the person
described in and who executed the foregoing instrument,
and acknowledged to me that he executed the same freely
and voluntarily and for the uses and purposes therein
mentioned.

Notary
Seal

By witness whereof I have hereunto set my
hand and affixed my official seal this
2nd day of August, 1884.

A. L. Edwards

Notary Public
Filed and Recorded at the request of Bellis & Arguello
August 2nd A.D. 1884 in Book "30" of Deeds Pages 195a
205 Records of the County of St. George, State of Bevada.

Thos. Tracy Recorder

Recorder
Loco.
St. George
Bevada

Be it known for all persons by virtue of a power Deed Special Power
of Attorney given to me by Mr. J. H. Edwards of this date
that I do and do hereby acknowledge of him fully substituted, to
execute in my behalf the instrument hereinafter set forth in
the behalf of the United States for the sum of
District of America, known to me to be the sum
described in and acknowledge the foregoing instrument
and acknowledged to me that he executed the same freely
and voluntarily and for the uses and purposes therein
mentioned.

Notarial
Seal

My witness whereof I have hereunto set my
hand and affixed my official seal the
2nd day of August, 1889

A. L. Edwards

Notary Public

Filed and Recorded at the Request of Charles Hargrave
August 2nd A. D. 1889 in Book 30 of Deeds Pages 19 &
205 - Records of the County of St. Lucie, State of Florida
Thos. Gracy Recorder

Recorded
here
St. Lucie Co.
Fla.

Filed for Record at the Request of Charles Hargrave
August 12th 1889 at 30 minutes past 12 o'clock M^o

J. W. P. MacDowell

County Recorder

Recorded
Seal
Liquated
1889

This Indenture made the thirteenth day of August in the
year of our Lord one thousand eight hundred and eighty
nine, between Mrs. Mary Cobb, widow of George Cobb deceased,
of Virginia City, St. Lucie, State of Florida, the party

part hath hereunto set his hand and Seal the day
and year first above written
Signed Sealed and Delivered) J. B. Huntington ⁸³
in the Presence of) Texas upon the 1st day of Nov

State of Nevada, } ss.
County of Lyon }
Date of Decr

On the 16th day of Oct A.D. one
thousand eight hundred and eighty-nine before me,
Thos P Mack, County Recorder in and for the County
of Lyon, State of Nevada, personally appeared J. B.
Huntington County Treasurer of Lyon County Nevada whose
name is subscribed to the annexed instrument as a
party thereto, personally known to me to be the
same person described in and who executed the said
annexed instrument, as a party thereto, and who duly
acknowledged to me that as such Treasurer he executed
the same freely and voluntarily and for the uses
and purposes therein mentioned.

In Witness Whereof, I have hereunto
set my hand, and affixed my Official
Seal, the day and year in this
Certificate first above written.

Thos P Mack
County Recorder

Recorded at the Request of St. J. Darling Oct 16th 1889
at 55 minutes past 9 o'clock, A.M.

Deeds
Book K
Page 569

Thos P Mack
County Recorder

This Indenture, made and entered into this 30th day of Sep-
tember, 1889, at the City and County of San Francisco,
State of California, by and between the Sutro Tunnel
Company, a corporation duly organized and existing
under and by virtue of the Laws of California, the
party of the first part, and the Union Trust Company
of New York, a corporation duly organized and existing
under and by virtue of the laws of the State of New
York, the party of the second part;

Witnesseth That Whereas, on or about the first day

Decree against the party of the first part, in the Circuit Court of the United States, Ninth Circuit, for the District of Nevada, in a certain cause pending in the said Court, entitled, "Hugh M. Calhoun, et al., Union Trust Company, of New York, substituted, complainant vs. Sutro Tunnel Company, defendant," which decree is hereby addressed referred to, and which provided for the sale of certain property of the party of the first part, and among other things, for the sale of all the right, title, and interest of the party of the party of the first part, in, to, under, and governing out certain articles of agreement, contracts and agreements in said decree referred to; and whereas, it was further ordered adjudged, and decreed in and by said decree, that the party of the first part, the defendant in said cause, be ordered adjudged and required, at the expiration of the time for redemption of the property therein decreed to be sold, to make, execute, and deliver one assignment or assignments and one or deeds of conveyance to the purchaser or purchasers of the said articles of agreement, contracts and agreements in said decree referred to, and whereas all and singular the properties mentioned and described in said decree were duly sold thereunder and in pursuance thereof, on the 14th day of January, 1889, to the party of the second part; and whereas, the time for the redemption of said properties has expired, and said properties have not, nor have any part thereof been redeemed; and whereas, on the 18th day of July, 1889, said sale was duly ratified and confirmed by said Circuit Court; and whereas, upon the motion of the party of the second part, through its solicitors, made on the 7th day of September, 1889, upon due notice thereto, served upon the party of the first part, through its solicitors, the said Circuit Court on said day made order in said cause, which order is in the words and figures following, to wit:

In The Circuit Court Of The United States, Ninth Circuit
District of Nevada.

Hugh M. Calhoun, et al., (Union
Trust Company, of New York, substituted),
Complainant,

Order

The Sutro Tunnel Company,
Defendant.

The motion of the Union Trust Company, substituted Complainant, for an order requiring and directing the defendant Company and its officers, to make, execute, and deliver to the Union Trust Company, of New York, purchaser of the property sold under the decree herein, an assignment or assignments and a deed or deeds of conveyance of the articles of agreement, contracts and agreements mentioned and described in the decree of foreclosure herein, and for an order directing the defendant Company and its officers to deliver said articles of agreement, contracts, and agreements to said purchasers, came on for hearing this day before Hon. George M. Sabine, one of the Judges of said Court, agreeably to a stipulation entered into and signed between and by the solicitors for Complainant and the solicitors for Defendant, and dated August 29th, 1889;

Whereupon, the Court having heard counsel and considered said motion,

It Is Ordered, that the defendant Company and its officers be and they are hereby required and directed further to make, execute, and deliver to the Union Trust Company, of New York, purchaser of the property sold under the decree herein, an assignment or assignments, and a deed or deeds of conveyance of all the articles of agreement, contracts, and agreements made and entered into prior to the decree of foreclosure in this case by and between the Sutro Tunnel Company and its predecessors in interest, on the one part, and various persons, corporations and mining companies, owning operating or interested in mines, mining claims, and lands on the Comstock Lode and vicinity, on the other part, which said articles of agreement, contracts, and agreements are referred to and mentioned in the decree of foreclosure herein, and provide, among other things, for the payment to the Sutro Tunnel Company of certain royalties, tolls, services, charges, and sums of money, and which said articles of agreement, contracts, and agreements were made and entered into by and between the Sutro Tunnel Company or its predecessor in interest, on the one part, and the various persons, corporations and mining companies as aforesaid and hereinafter enumerated, on the other part, and on the dates hereinafter specified.

With the

- Belcher Mining Company, on April 27th, 1866.
 Brown Point Gold and Silver Mining Company, on April 27th, 1866.
 Savage Mining Company, on April 3rd, 1866.
 California Silver Mining Company, on April 27th, 1866.
 Yellow Jacket Silver Mining Company, on April 27th, 1866.
 Gold & Curry Silver Mining Company, on March 27th, 1866.
 Central Silver Mining Company, on May 9th, 1866.
 Confidence Silver Mining Company, on April 6th, 1866.
 Chollar Potash Mining Company, on April 20th, 1866.
 Alpha Gold Hill Mining Company, on April 20th, 1866.
 Hale & Norcross Silver Mining Company, on April 11th, 1866.
 Bacon Mill & Mining Company, on April 19th, 1866.
 Gold Hill Quartz Mill and Mining Company, on April 19th, 1866.
 Imperial Silver Mining Company, on April 19th, 1866.
 Ennis Mill and Mining Company, on April 14th, 1866.
 Best & Belcher Mining Company, on April 20th, 1866.
 Ophir Silver Mining Company, on April 16th, 1866.
 Overman Silver Mining Company, on April 19th, 1866.
 White and Murphy Gold and Silver Mining Company, on April 12th, 1866.
 Bullion Mining Company, on April 27th, 1866.
 Utah Silver Mining Company, on March 29th, 1879.
 Sierra Nevada Silver Mining Company, on March 29th, 1879.
 Union Consolidated Silver Mining Company, on March 29th, 1879.
 Mexican Gold and Silver Mining Company, on March 29th, 1879.
 Ophir Silver Mining Company, on March 29th, 1879.
 California Mining Company, on March 29th, 1879.
 Consolidated Virginia Mining Company, on March 29th, 1879.
 Best and Belcher Mining Company, on March 29th, 1879.
 Gold & Curry Silver Mining Company, on March 29th, 1879.
 Savage Mining Company, on March 29th, 1879.
 Hale & Norcross Silver Mining Company on March 29th, 1879.

Chollar Potosi Mining Company, on March 27th, 1879.
 Bullion Mining Corporation, on March 27th, 1879.
 Exchequer Mining Company, on March 27th, 1879.
 El Dorado Consolidated Mining Company, on March 27th,
 1879.
 Consolidated Imperial Mining Company, on March
 27th, 1879.
 Challenge Consolidated Mining Company, on March
 29th, 1879.
 Confidence Silver Mining Company, on March 29th, 1879.
 Yellow Jacket Silver Mining Company, on March
 29th, 1879.
 Kentucky Mining Company, on March 29th, 1879.
 Crown Point Gold and Silver Mining Company, on
 March 29th, 1879.
 Belcher Silver Mining Company, on March 29th, 1879.
 Segregated Belcher Mining Company, on March 29th,
 1879.
 Ossian Silver Mining Company, on March 29th, 1879.

It is further Ordered that said defendant Company
 and its said offices be and are hereby directed and
 required to deliver all of said articles of agreement,
 contracts and agreements, to the said Union Trust Company
 purchaser under the decree of foreclosure and sale herein,
 or to its solicitors.

Dated and entered this 7th day of September, 1889.

Sabin,

Judge.

Endorsed: U.S. Circuit Court, 9th Circuit, Dist. of Nev.
 Hugh McCalmont, et al., Plaintiff, vs. The Intro Tunnel
 Company, Defendant. Order filed, Sept. 18, 1889.
 T. J. Edwards, Clerk.

Due service of within order, by copy, is hereby
 admitted this 17th day of September, 1889. Theodore
 Intro, Edmund Tansey, Solicitors for Defendant.

Now, therefore, Witnesseth: that the parts of the
 first part, in compliance with the said decree and
 with the said order, does by these presents hereby
 assign, transfer, convey, and set over unto the party
 of the second part, and to its successors and assigns
 forever, all the right and title I have to the same.

the first part into, under, and growing out of all and singular the articles of agreement, contracts and agreements made and entered into prior to the said decree of foreclosure in said cause hereinabove mentioned, by and between the party of the first part or its predecessors in interest, on the one part, and various persons, corporations, and mining companies owning, operating, or interested in mines, mining claims, and lands on the Comstock Lode and vicinity, on the other part, which said articles of agreement, contracts, and agreements are referred to in said decree, and are specifically mentioned, described, and enumerated in said order made in said cause on said seventh day of September, 1889, and hereinbefore set forth, and which said articles of agreement, contracts and agreements were made and entered into by and between the party of the first part or its predecessors in interest on the one part, and the following named persons, corporations, and mining companies, on the other part, on the respective dates herinbelow specified. That is to say:

In 1866.

- On March 20th. With the Gold & Lure Silver Mining Co.,
- April 3rd. " Savage Mining Company,
- " April 6th. " Confidence Silver Mining Co.,
- " April 11th. " Hale and Vacrose Silver Mining Company;
- " April 12th. " Brown Point Gold & Silver Mining Company; and White & Murphy Gold & Silver Mining Co.;
- " April 14th. " Empire Mill & Mining Co.,
- " April 16th. " Ophir Silver Mining Co.,
- " April 19th. " Bacon Mill & Mining Co.,
- " " Gold Hill Quartz Mill & Mining Company;
- " " Imperial Silver Mining Co.; and Overman Silver Mining Co.;
- " April 20th. " California Silver Mining Co.,
- " " Chollar Potosi Mining Co.; and Best & Belcher Mining Co.;
- " April 25th. " Yellow Jacket Silver Mining Co.; and Blush Gold Hill Mining Co.;
- " April 27th. " Belcher Mining Co.;

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On May 9th With The Central Silver
Mining Co.; and
" Bullion Mining Co.

On March 29th, 1879,

With the Utah Silver Mining Co.;

" Sierra Nevada Silver Mining Co.;

" Union Consolidated Silver Mining Co.;

" Mexican Gold & Silver Mining Co.;

" Ophir Silver Mining Co.;

" California Mining Co.;

" Consolidated Virginia Mining Co.;

" Best & Belcher Mining Co.;

" Gold & Garry Silver Mining Co.;

" Savage Mining Co.;

" Hale and Harross Silver Mining Co.;

" Chollar Colorado Mining Co.;

" Bullion Mining Co.;

" Exchequer Mining Co.;

" Alplar Consolidated Mining Co.;

" Consolidated Imperial Mining Co.;

" Challenge Consolidated Mining Co.;

" Confidence Silver Mining Co.;

" Yellow Jacket Silver Mining Co.;

" Kentucky Mining Co.;

" Gross Point Gold & Silver Mining Co.;

" Belcher Silver Mining Co.;

" Segregated Belcher Mining Co.; and

" Overmass Silver Mining Co.;

In Witness Whereof the said party of the first part has, by resolution of its board of Trustees, duly adopted and passed at a meeting of said Board regularly held on the 23rd day of September, 1889, at the office of the party of the first part, in the City and County of San Francisco, State of California, caused these presents to be subscribed and its corporate seal to be hereunto affixed, by its Vice-President and Secretary, thereto duly authorized and empowered, this day and year first hereinabove written.

Intra-Tunnel Company
by P. N. Lilienthal

Vice President

and Pelham W. Ames Secretary

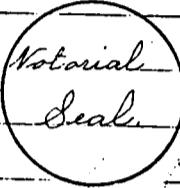
Corporate
seal -

State of California
City and County of San Francisco }
ss.

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On this second day of October
A.D. One Thousand Eight Hundred and Eighty Nine before
Alfred E. Enquist, a Notary Public in and for the said City
and County, duly commissioned and sworn, personally
appeared P. V. Lichtenthal and Pelham W. Ames, known
to me to be the Vice President and Secretary of the Indo-
Tunnel Company, the corporation that executed the foregoing
Instrument and acknowledged to me that such corporation
executed the same.

* Filed and Recorded
Oct 4th 1889
at Request of Wells
Tango & Co.
Book 30 of deeds
Pages 268 to 274



In Witness Whereof I have hereunto set my
hand and affixed my Official Seal this 16th day
and year in the Certificate first above
written.

Alfred E. Enquist
Notary Public

Records of the County
of Storey State of Nevada
Sho. Storey County Recorder *

Filed for Record at the Request of Wells Fargo & Co.
Oct 16th 1889 at 55 minutes past 10 o'clock A.M.

This P. M. 12

County Recorder

701

This Indenture, made this 16th day of October A.D. 1889, Between
H. J. Carling and Nancy J. Carling, his wife of Dayton Lyon
County Nevada the parties of the first part and W. J. Douglas
of the same place the party of the second part, Witnesseth
That the said party of the first part, for and in consideration
of the sum of one Dollar, coin of the United States
of America, to them in hand paid by the said party of the
second part, except whereof is hereby acknowledged, do by these presents
grant, bargain, sell, and convey unto the said party of
the second part, and to his heirs and assigns forever.

All those certain lots, pieces or parcels of land situate
lying and being in the Town of Dayton, County of Lyon,
State of Nevada and more particularly described as follows,
to wit: First, That certain town lot commencing at the S.W.
Corner of the Court House lot on the east side of Pike
or Second Street and running thence S 15° 30' East 45 feet
along the east side of Pike or Second Street, thence N 74°
30' E 180 feet, thence N 50° 30' W 48 feet to the S.E. corner of
Court House lot; thence S 74° 30' W 176 feet to the place of

Notary Public's signature

Recorded at the Request of Mrs Belle Stancock Oct 28th 1889 at
118 minutes past 11 o'clock AM.

J. W. P. MacC.

County Recorder

BK 598
pg.

This Indenture, made this first day of September 1889,
between the Union Trust Company of New York, a corporation
organized and existing under the laws of the State of New York,
first party and the Comstock Funeral Company, a corpora-
tion likewise organized and existing under the laws of the
State of New York, second party.

Whereas, first party heretofore received and accepted from
Hugh McCalmon and others the assignment of a certain
claim held by the said assignors against the said Funeral
Company, a corporation organized and existing under the
laws of the State of California; and

Whereas, said claim was secured by a certain mortgage executed
by said Funeral Company to Hugh McCalmon and
others, on certain properties and rights therein described; and

Whereas, the said mortgage was likewise by the said mortgage
assigned to first party; and

Whereas, Prior to such assignment said assignors had instituted
in the Circuit Court of the United States for the District
of Nevada, a certain suit for the purpose of foreclosing said
Mortgage; and

Whereas, After such assignment first party was substituted
as complainant in said suit in place of the said assign-
ors; and

Whereas, First party accepted said assignment and
became complainant in said suit, in trust, for the benefit
of certain parties who contributed the money for the purpose
of paying for the claim and mortgage so assigned; and

Whereas, Thereafter such proceedings were had in said suit,
that on or about the 1st day of October, 1888, a decree of
foreclosure and sale of the said properties and rights
in said mortgage described was passed by said court and

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Whereas, Pursuant to said decree the said properties and rights were sold by James A. Moore, United States Marshal for the District of Nevada, appointed Special Master in said suit for the purpose of making said sale; and

Whereas, First party at said sale purchased said premises and Whereas, After the period provided for in the said decree had passed, the said James A. Moore, United States Marshal for the District of Nevada, appointed Special Master as aforesaid, by indenture bearing date the second day of August, 1884, granted, bargained and sold, unto first party the said properties and rights in said mortgage and decree described, and which are the same properties and rights hereinafter conveyed; and

Whereas, The parties for whom first party purchased said mortgage and foreclosed the same, and purchased the properties and rights therein described at said Master Sale, within assigns, have caused to be organized a new corporation by the name of (Comstock) Tunnel Company, second party herein and hereto; and

Whereas, Pursuant to the plan of reorganization agreed upon by the said parties, the whole of the Capital Stock of second party ^{to be} ~~number~~ is to be issued in payment for the said property so purchased by first party as aforesaid; and

Whereas, There is also to be issued by second party, bonds of the denomination of one thousand (\$1,000) and five hundred (\$500) each respectively, to the amount of three millions (\$3,000,000) of dollars; two thousand (\$2,000) of said bonds to be for the sum of one thousand (\$1,000) dollars each respectively, and two thousand (\$2,000) of said bonds to be for the sum of five hundred (\$500) dollars each respectively, said bonds to be disposed of pursuant to the plan of reorganization above referred to, and to be delivered by second party to first party, to the amount, and so far as may be necessary, to comply with the temporary receipts heretofore issued by first party, and to be otherwise disposed of according to said plan of reorganization; and

Whereas, The mortgage to secure said bonds, as provided for in said plan of reorganization, is to be executed and delivered at the same time with the execution and delivery of this indenture And

Whereas, The execution and delivery of this indenture is conditioned and dependent upon the due execution and delivery of the said mortgage so to be executed and delivered as aforesaid; and

Whereas, This indenture and the said mortgage so to be

6. V.
Rev. Com.

executed and delivered, are to constitute one and the same instrument, and to be construed together as if they were one and the same instrument.

And therefore, in consideration of the premises and of the issue of all and singular the capital stock of second party, and of the execution and delivery of said mortgage, and of the agreement and promise and covenant of second party further, to execute, transfer and deliver to first party the amount of said bonds in said mortgage described, as provided in and according to said plan of reorganization, first party has granted, bargained and sold, and by these presents do grant, bargain and sell unto second party the following described premises, property and rights:

First. That certain mining and draining tunnel situated partly in the County of Storey and partly in the County of Lyon, in the State of Nevada, and commonly known and designated as the Sutro Tunnel, commencing at a point at the hills near Carson River and within the boundaries of Lyon County aforesaid, and extending from said initial point in a westerly direction seven (7) miles, more or less, to and beyond the Comstock Lode, and the lateral tunnels extending northward and southward from the main tunnel on the course of said lode, either within the same or east or west of the same, and all other lateral tunnels and all branches, drifts, workings and shafts connected with, belonging to, or appertaining to the same; together with all the property, real, personal and mixed, and all rights, privileges, franchises and easements thereto belonging or in any wise appertaining, and the tolls, incomes, rents, issues and profits thereof.

Second. All of the franchises, property, rights, privileges and easements, heretofore acquired or held by the Sutro Tunnel Company, and granted under or by force of an Act of the Legislature of the State of Nevada, entitled "An Act granting the right of way, and authorizing A. Sutro and his associates, to construct a mining and a draining tunnel;" Approved February 4, 1865; also, the exclusive privilege of the right of way, and to run, construct and excavate a tunnel running into the Comstock Lode, from any point selected, or to be selected, in the foot hills of the Carson River Valley, within the boundaries of Lyon County and between Coral Canyon and Lucifer Canyon; and also to sink mining shafts along the line excavation of said tunnel, and connecting with the same at such points as have been or may be selected, and to charge

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for the benefit derived by the persons, companies or corporations along the line of said tunnel, and others who may be benefited by the drainage of their mines or lodes and freeing the same from the flood of water therein, whatever rate, price, sum or sum of money or stock which have been, are, may or shall be agreed upon by and between the corporations, persons or persons to be benefited as aforesaid and to receive all sums of money or stock which said persons, companies or corporations shall contract to pay; and in default of the payment of the same, according to the time and condition of such contract or contracts to sue for and collect the same in any court of competent jurisdiction in the State of Nevada.

Also, all the property, rights, privileges, easements and franchises heretofore held by the Lutro Tunnel Company and granted by the Act of Congress of the United States of America, entitled "An Act granting to A. Lutro the right of way, and granting other privileges, to aid in the construction of a draining and exploring tunnel to the Comstock Lode, in the State of Nevada", approved July 25th, 1866.

Also, the right of way to run, construct and excavate a mining, draining and exploring tunnel, and to sink mining, banking and air shafts along the line or course of said tunnel and connecting with the same at any points which may be selected, commencing at a point at the hills near the Bear River and within the boundaries of Lyon County, and extending from said initial point in a westerly direction seven miles, more or less, to and beyond the Comstock Lode and the right of way northerly and southerly on the course of said Lode, either within the same or east or west of the same; and also on or along any other lode which may be discovered or developed by said tunnel. Also the right to purchase from the United States, at one dollar and twenty-five cents per acre a sufficient amount of public land near the mouth of said tunnel for the use of the same, not exceeding two sections, but mineral land, or in the bona fide possession of other persons claiming under any law of Congress on the 25th day of July, 1866; also the right to purchase at five dollars per acre such mineral veins and lodes, not in two thousand feet on each side of said tunnel, as have been or shall be cut, discovered or developed by running and constructing the same through its entire extent, with all the dips, spurs and angles of such lodes, to the extent so granted in said Act of Congress, approved July 25th, 1866; also the right, privilege and franchise that all persons, companies or corporations having claims or mines toward

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Comstock Lode or any other lode drained, benefited or developed by said tunnel, shall hold this claim subject to the condition that they shall contribute and pay to the owners of said tunnel the same rate of charges for drainage or other benefit derived from said tunnel or its branches as have been or hereafter may be named in agreements between such owners and the companies representing a majority of the estimated value of said Comstock Lode on and 20th day of July, 1866.

Third—Also the following described tracts of land situated in Lyon and Storey Counties, in the State of Nevada, to wit:

The S. E. $\frac{1}{4}$ of S. E. $\frac{1}{4}$ of Section 36, Township 17 N., Range 21 E.

The S. W. $\frac{1}{4}$ of Section 31, Township 17 N., Range 22 E.

The S. $\frac{1}{2}$ of S. E. $\frac{1}{4}$, S. $\frac{1}{2}$ of S. W. $\frac{1}{4}$, N. W. $\frac{1}{4}$ of S. W. $\frac{1}{4}$ of Section 32, Township 17 N., Range 22 E.

The S. E. $\frac{1}{4}$ of S. E. $\frac{1}{4}$ of Section 2, Township 16 N., Range 21 E.

The whole of Section 1, Township 16 N., Range 21 E., except the following blocks in the form of dots as per official map, viz:

Nos. 424, 425, 426, 427, 428, 429, 430, 431, 469, 470, 471, 472, 473, 474, 475, 476, 524, 525, 526, 527, 528, 529, 530, 531, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 681, 682, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 669, 670, 671, 672, 673, 674, 675, 676, 724, 725, 726, 727, 728, 729, 730, 731, 769, 770, 771, 772, 773, 774, 775, 776, 826, 827, 828, 829, 871, 872, 873, 874, 926, 927, 928, 929, 971, 972, 973, 974.

The whole of Section 6, Township 16 N., Range 22 E.

The S. $\frac{1}{2}$ of S. E. $\frac{1}{4}$, S. $\frac{1}{2}$ of S. W. $\frac{1}{4}$, N. W. $\frac{1}{4}$ of S. W. $\frac{1}{4}$, S. W. $\frac{1}{4}$ of N. W. $\frac{1}{4}$, lot 40 of T. W. 14, S. E. $\frac{1}{4}$ of T. E. $\frac{1}{4}$, N. C. $\frac{1}{4}$ of S. E. $\frac{1}{4}$ of Section 5, Township 16 N., Range 22 E.

The N. W. $\frac{1}{4}$ of T. E. $\frac{1}{4}$, N. W. $\frac{1}{4}$ of S. W. $\frac{1}{4}$ of Section 8, Township 16 N., Range 22 E.

The whole of Section 7, Township 16 N., Range 22 E.

The N. E. $\frac{1}{4}$, N. W. $\frac{1}{4}$ and W. $\frac{1}{2}$ of S. W. $\frac{1}{4}$ of Section 13, Township 16 N., Range 21 E.

The S. $\frac{1}{2}$ of N. E. $\frac{1}{4}$, and S. $\frac{1}{2}$ S. E. $\frac{1}{4}$ of Section 11, Township 16 N., Range 21 E.

The S. $\frac{1}{2}$ of N. E. $\frac{1}{4}$ of Section 14, Township 16 N., Range 21 E.

The S. $\frac{1}{2}$ of N. E. $\frac{1}{4}$, N. W. $\frac{1}{4}$ of N. E. $\frac{1}{4}$, N. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$, W. $\frac{1}{2}$ of N. W. $\frac{1}{4}$, S. $\frac{1}{2}$ of S. W. $\frac{1}{4}$, S. W. $\frac{1}{4}$ of S. E. $\frac{1}{4}$, S. $\frac{1}{2}$ of S. E. $\frac{1}{4}$ of Section 13, Township 16 N., Range 21 E.

The N. W. $\frac{1}{4}$, Lot 3 of S. W. $\frac{1}{4}$, N. W. $\frac{1}{4}$ of N. E. $\frac{1}{4}$ of Section 18, Township 16 N., Range 22 E.

S. W. $\frac{1}{4}$ and S. E. $\frac{1}{4}$ of Section 8, Township 17 N., Range 22 E.

All of Mount Diablo Base and Meridian, according to the United States Official Surveys.

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Also that certain posessory claim to what is known as the Buto Springs, described as the W¹/₂ of S. W¹/₄ of Section 8, Township 17 N. R. 22 E. of Grid Base and Meridian, in the State of Nevada.

Also one-half interest undivided in and to that certain ditch and water right known as and called the Gardella Ditch, situated in the County of Lyon, State of Nevada.

Also that certain ditch and water right and location known as the Gee Ditch, intersecting the Rocky Point Hill Rail-Race, situated in the County of Lyon, State of Nevada.

Also all buildings, structures and improvements hitherto belonging to the Buto Tunnel Company, situated and being in the Counties of Lyon and Storey, State of Nevada.

Fourth.-Also all mugs and beatings and all mining and other machinery, stores, supplies, tools and implements, including all blacksmith tools and supplies, carpenter tools and supplies, drills, assaying outfit and supplies, engines, cars, tramways, rails, telegraph and electrical appliances and supplies, lumber, board, coal, charcoal, chemicals, hardware, explosives, pumps, lamps, reflectors, farm and ranch supplies and implements, crops, grain, hay, horses, mules, live stock, wagons, vehicles, household and office furniture and supplies, and generally all machinery, implements, tools, supplies, appliances, and property and in use or on hand at or in connection with the said Buto Tunnel or any part or portion thereof; and also all books of account and vouchers kept by the Buto Tunnel Company in said Counties of Storey and Lyon, relating to the said tunnel or the business thereof.

Fifth.-Also all the right, title and interest of the Buto Tunnel Company, in, to, under and growing out of any and all articles of agreement, contracts and agreements heretofore made and entered into by and between the Buto Tunnel Company, or its predecessors in interest, on the one part, and various persons, corporations and mining companies owning, operating and interested in mines, mining claims and lodes on the Comstock Lode and vicinity, on the other part, which said articles of agreement, contracts and agreements provide, among other things, for the payment to the Buto Tunnel Company or its predecessors in interest of certain royalties, rents, reserves, and sums of money.

Also all the right, title and interest of the party of the first part in, to, under and growing out of all and singular the articles of agreement, contracts and agreements made and entered into prior to the said decree of foreclosure in said cause hereinabove mentioned, by and between the Buto Tunnel Company,

*b.v.
Rev. Com.*

or its predecessors in interest, on the one part, and various persons, corporations and mining companies, owning operating or interested in mines, mining claims and lodes on the Comstock Lode and vicinity, on the other part, which said articles of agreement, contracts and agreements were made and entered into by and between the said company, or its predecessors in interest, on the one part, and the following named persons corporations and mining companies, on the other part, on the respective dates hereinbelow specified, that is to say:

In 1866

On March 26th, with the Guild & Curry Silver Mining Company;
On April 3d, with the Savage Mining Co.;
On April 6th, with the Confidence Silver Mining Co.;
On April 11th, with the Half & Acres Silver Mining Co.;
On April 12th, with the Crown Point Gold and Silver Mining Co.; and
with the White & Murphy Gold and Silver Mining Co.;
On April 14th, with the Empire Mill and Mining Co.;
On April 16th, with the Ophir Silver Mining Co.;
On April 19th, with the Bacon Mill and Mining Co.;
with the Gold Hill & Mart Mill and Mining Co.;
with the Imperial Silver Mining Co.; and
with the Oregon Silver Mining Co.;
On April 20th, with the California Silver Mining Co.;
with the Chollar Potosi Mining Co.; and
with the Best & Belcher Mining Co.;
On April 25th, with the Yellow Jacket Silver Mining Co.; and
with the Alpha Gold Hill Mining Co.;
On April 27th, with the Belcher Mining Co.;
On May 9th, with the Central Silver Mining Co.; and
with the Bullion Mining Co.

In 1879

On March 27th, with the Mottah Silver Mining Co.;
with the Sierra Nevada Silver Mining Co.;
with the Union Consolidated Silver Mining Co.;
with the Mexican Gold and Silver Mining Co.;
with the Ophir Silver Mining Co.;
with the California Mining Co.;
with the Consolidated Virginia Mining Co.;
with the Best & Belcher Mining Co.

With the Gould & Curry ^{silver} Mining Co.;

With the Savage Mining Co.;

With the Hale & Norcross Silver Mining Co.;

With the Chollar Potosi Mining Co.;

With the Bullion Mining Co.;

With the Exchequer Mining Co.;

With the Alpha Consolidated Mining Co.;

With the Consolidated Imperial Mining Co.;

With the Challenge Consolidated Mining Co.;

With the Confidence ^{silver} Mining Co.;

With the Yellow Jacket Silver Mining Co.

With the Kentuck Mining Co.;

With the Crown Point Gold and Silver Mining Co.

With the Belcher Silver Mining Co.;

With the segregated Belcher Mining Co. and

With the Orman Silver Mining Co.;

Also all the other property and rights of every description held under the decree of foreclosure hereinbefore mentioned, and granted, bargained and sold to the party of the first part by the said James A. Moore, Special Master, as aforesaid by the indenture bearing date the second day of August, 1889 hereinbefore mentioned.

But without any covenant, express or implied, on the part of the first party as to the said premises, property or rights.

To have and to hold all and singular the property and premises above mentioned and described, and hereby conveyed unto the second party, its successors and assigns, forever.

In witness whereof, the first and second parties hereunto affixed
hiereto caused their respective corporate seals to be affixed,
and these presents to be signed by their respective Presidents
the day and year first above written in quadruplicate.

Victor Charles Kettler, Union Trust Company of New York

By Edward King
President

Corporate Seal
Union Trust Company of New York

Attest

A. V. Rinaldo

Secretary

Corporate Seal
Comstock Tunnel
Company

The Comstock Tunnel Company
By Theodore Sutro

President

Attest A. H. Thayer

Secretary

20/K
State of New York } ss
City and County of New York }

On this 19th day of October, 1889, before me personally came Edward King, to one known to be the person who executed the foregoing instrument as President of the Union Stock Company of New York, who, being by me duly sworn, said: That he resides in the City of New York; that he is the President of the said company; that he knows the corporate seal of said company; that the seal affixed to said instrument is the seal of said company; that it was affixed to said instrument by order of the Board of Trustees of said company; that he signed his name thereto by the like order as the President of the said company; and he there and then acknowledged that he executed said instrument for said company and as its act and deed.

And on the same day, before me also personally came Andrew Sutro, to one known to be the person who executed the foregoing instrument as President of the Lomstock Tunnel Company, who, being by me duly sworn, said, that he resides in the City of New York; that he is the President of the said company; that he knows the corporate seal of said company; that the seal affixed to said instrument is the seal of said company; that it was affixed to said instrument by order of the Board of Trustees of said company; that he signed his name thereto by the like order as President of the said company; and he there and then acknowledged that he executed said instrument for said company and as its act and deed.

In witness whereof, I have hereunto set my hand and official seal the day and year above mentioned.

Seal of
Commissioner

In witness whereof, I have hereunto set my hand and affixed my Official seal this

19th day of October A.D. 1889

Charles Bettleton

Commissioner for Taxation in New York 115-117 Broadway N.Y. City

Notarial
Seal

In witness whereof I have hereunto set my hand and affixed my Official seal this 19th day of October A.D. 1889

Charles Bettleton

Notary Public for New York State of New York

117 Broadway, N.Y. City

Filed for Record at the Request of Charles H. Pickham October 28th A.D. 1889 at
30 minutes past 4 o'clock P.M. Jno. P. Mcack County Recorder

the contents of said memorandum,
in examination; apart from and without the hearing
of her husband, that she recanted the same freely
and voluntarily, without fear or compulsion, or under
influence of her husband, and that she does not wish
to retract the execution of the same.



In witness whereof I have hereunto set my
hand and affixed my Official Seal,
the day and year in this certificate first
above written

Thos. P. Mock)

County Recorder

Recorded at Request of A. G. Berry Oct. 21st 1889 at 35 minutes past 8 o'clock P. M.

Thos. P. Mock)

County Recorder

Bk D pg 138 - Mrgs
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This Indenture, made this first day of September, one thousand
and eight hundred and eighty-nine, by and between, The Lom-
stock Trinell Company, a corporation duly organized and exist-
ing under the Laws of the State of New York, in the United
States of America, party of the first part; and the Horizontus
Company of New York, a corporation duly organized and existing
under the laws of the same state, party of the second part.
Witnesseth:

That Whereas, the party of the first part is the
owner of a certain mining and smelting business situated
partly in the County of Storey and partly in the County
of Lyon, in the State of Nevada, commonly known and

disengaged as the last demand, and of other property, real, personal and mixed, and of certain rights, privileges, franchises and easements, thereto belonging and appertaining, and all hereinfor more fully described. And whereas, the party of the first part has, in accordance with a resolution of its Board of Trustees duly passed, determined to make and issue its income bonds to an amount not exceeding \$3,000,000, to consist of a sum of bonds to bearer, of the denominations of \$100 and \$500 with interest coupons attached, all of said bonds to be of even date herewith, and the principal sum therein named to be payable in gold coin of the United States of America, of, or equal to, the present standard of weight and fineness, on the first day of September, one thousand nine hundred and nineteen, at the office or agency of the party of the first part in the City of New York, and State of New York, all of said bonds to be substantially the following form:

United States of America.

State of New York.

The Comstock Funeral Company.

No. —

If a valid claim is received, The Comstock Funeral Company promises to pay on the first day of September, nineteen hundred and nineteen, at its office or agency, in the City of New York, to bearer, or to the registered owner hereof, if registered, the sum of in gold coin of the United States of America, except to the present standard of weight and fineness, with four per cent interest for annum then next ensuing, and accumulations, in like gold coin payable at said office or agency on presentation of the same finding coupons hereunto annexed, only out of the net income for the year, as follows: On the first day of May, five percent, or so much thereof as the net income for the six months ending on the first day of March next preceding shall suffice to pay; on each of the days of the years then outstanding, and on the first day of December the balance of the four percent, or so much of said balance as the net income for the year ending on the first day of September next preceding, over and above the net income applied to the payment of interest

on the first day of May, and thereafter shall be paid
on each of said bonds when called for.

The net income is as much of the gross income received
as shall remain, after deducting therefrom all general and
operating expenses and all expenses for repairs, renewals, replace-
ments, taxes and insurance.

This bond is one of a series of similar bonds of the authorized
amount in all of three million dollars, two thousand
of such bonds, numbered consecutively from one upwards,
being for one thousand dollars each, and two thousand of
such bonds, numbered consecutively from two thousand and
one upwards, being for five hundred dollars each.

The payment of the principal and interest out of the
net income aforesaid of each bond is secured by mortgage
bearing even date herewith upon all the property now
belonging to, or hereafter to belong to the said The Comstock
Gummi Company, with appurtenances, executed and del-
ivered to the Union Trust Company of New York, trustee
for the holders of said bonds, which are issued subject to
the provisions thereof.

It is agreed between the said Gummi Company and
the holder of this bond, that no recourse shall be had
in any event for its payment to the individual liability
if any, of any stockholder of said company.

This bond is transferable by delivery. It may be registered
on the books of said Gummi Company, such registration to be
noted on this bond, and thereafter will be transferable only
on the books of said company, until known fault be found
after which it shall be again transferable by delivery and
subject to successive registrations and transfers to known
holders. The registering of this bond shall not restrain the negotiability
of the same by delivery only.

This bond is not valid unless authenticated by a certificate
and seal hereon signed by the Union Trust Company of
New York, Trustee, or its successor or successor in said trust.

In witness whereof, The Comstock Gummi Company
has caused its corporate seal to be hereunto affixed, and these

bonds to be signed by its President and attested by its Secretary, on
this first day of September eighteen hundred and eighty seven.

The Comstock Mineral Company

Attest:

President

Secretary

Form of Trustee's Certificate.

The within bond is one of a series of income bonds described
in the mortgage within referred to,

Warren Trust Company of New York, Trustee

By

President

Form of Certificate.

A.D. — S.
The Comstock Mineral Company will on the first day
of pay to bearers in United States gold coins or surcharges
of this coupon, at its office or agency in the City of New York,
the sum of dollars, or such sum as shall then be applicable
for interest on its four percent. income bond No. , pursuant
to the terms of said bond and the mortgage therein referred to.

Treasurer

And whereas, The written assent to this mortgage of a majority
of the stockholders, owning at least two thirds of the capital
stock of the party of the first party, has been filed in the
office of the Clerk of the City and County of New York, and
also in the office of the Clerks of the ^{the County of} several of the State in the
State of Nevada, where the property covered by this mortgage
is situated; and, whereas said party of the first party has its
principal place of business within the State of New York,
in the City and County of New York;

and whereas, The party of the second party has agreed to act
as trustee for the benefit and security of any and all persons
and corporations who may be income holders of any of said
income bonds;

Now, therefore, the party of the first party, in considera-
tion of the premises and of one dollar to it in hand paid
by the party of the second party, there receipt whereof is hereby
acknowledged, and to receive the payment of the principal

of said income bonds and the application of the same to the payment of the interest on said income bonds according to the tenor thereof, hath granted, bargained and sold, limited, remised, released, conveyed and confirmed in these wells and transfeud, and by these presents doth grant, bargain, sell alien, remise, release, convey and confirm assign and transfer unto said party of the second part, which is hereby declared to be the Trustee for my and all persons and corporations who may be or become holders of any of said income bonds, and to its successor or successors and assigns in trust forever:

First: All and singular the certain mining and dressing tunnel situated partly in the County of Storey and partly in the County of Lyon, in the State of Nevada, and commonly known and designated as the Silver Tunnel, commencing at a point in the hills near the Carson River and within the boundaries of Lyon County aforesaid, and extending from said initial point in a westerly direction seven (7) miles, more or less, to and beyond the Comstock Lode and the lateral tunnels extending northward and southward from the main tunnel on the course of said lode, either within the same or east or west of the same, and all other lateral tunnels and all branches, drifts, workings and shafts connected with, belonging to, or appertaining to the same together with all the property, real, personal and mixed, and all rights, privileges, franchises and easements thereto belonging or in any wise appertaining, and the latter incomes, rents, issues, and profits thereof.

Second: All of the franchises, property, rights, privileges and easements acquired or held by the party of the first part and granted under the force of an Act of the Legislature of the State of Nevada, entitled "An Act granting the right of way, and authorizing A. Seltz and his associates to construct a mining and dressing tunnel", approved February 4, 1863. Also, the exclusive privilege of the right of way, and to run, construct and excavate a tunnel running into the Comstock Lode, from any point selected or to be selected in the foot hills of the Carson Range,

valley within the boundaries of Lyon County and between Carre
Canyon and Willow Canyon; and also to sink mining shafts along
the line or course of said tunnels and connecting with the same
at such points as have been or may be selected, and to charge for
the benefit derived by the persons, companies or corporations along the
line of said tunnel, and others who may be benefited by the
drainage of their mines or lodes and freeing the same from the
flood of water therein, whatever rate, price, or sum or sums of
money or stock which have been or are, may or shall be agreed
upon by and between the corporations, persons or persons to be
benefited as aforesaid and to receive and collect all sums of
money or stock which said persons, companies or corporations
shall contract to pay; and in default of the payment of the same
according to the time and condition of each contract or contracts,
to sue for and collect the same in any court of competent
jurisdiction in the State of Nevada.

Also, all the property, rights, privileges, easements and franchises
held by the party of the first part and granted by the Act of
Congress of the United States of America, entitled "An Act grant-
ing to A. Luttrell the right of way, and granting other privil-
eges to aid in the construction of a draining and exploring tun-
nel to the Comstock Lode, in the State of Nevada;" affixed
July 25, A.D. 1866

Also, the right of way to run, construct and excavate the business
draining and exploring tunnel and to sink mining, working
and air shafts along the line or course of said tunnel and
connecting with the same at any points which may be
selected, commencing at a point at the hills near the Carson
River and within the boundaries of Lyon County and
extending from said initial point in a westerly direction
several miles, more or less, to and beyond the Comstock
Lode; and the right of way northerly and southerly on
the course of said lode, either with the same or
else west of the same; and also over along any other
lode which may be discovered or developed by said tunnel.
Also, the right to purchase from the United States, at one
dollar and twenty-five cents per acre, a sufficient amount

of public lands over the month of said tunnel for the use
of the same, not exceeding two sections, no mineral lands
or in the bona fide possession of other persons, claiming
under any law of Congress on the 25th day of July, 1866,
also the right to purchase at five dollars per acre such mineral
veins and lodes within 2,000 feet on each side of said tunnel,
as have been or shall be cut, discovered or developed by running
and constructing the same through its entire extent, with
all the dips, spurs and angles of such lodes, to the extent as
granted in said Act of Congress, approved July 25, 1866.
Also, the right, privilege and franchise that all persons, com-
panies or corporations owning claims or mines on said Comstock
Lode or any other lode or veins benefited or developed by
said tunnel, shall hold their claim subject to the condition
that they shall contribute and pay to the owners of said
tunnel the same rate of charges for drainage or other ben-
efits derived from said tunnel or its branches as have been
or hereafter may be named in agreements between such own-
ers and the companies representing a majority of the es-
timated value of said Comstock Lode on said 25th
day of July, 1866.

Third.—Also the following described tracts of land situated
in Lyon and Storey Counties, in the State of Nevada, to wit:
The S.E. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 36, Township 17 N., Range 21 E.
The S.W. $\frac{1}{4}$ of Section 31, Township 17 N., Range 22 E.
The S.E. $\frac{1}{4}$ of S.E. $\frac{1}{4}$, S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$, N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$, of Section 32 Town-
ship 17 N., Range 22 E.
The S.E. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of Section 2, Township 16 N., Range 21 E.
The whole of Section 1 Township 16 N., Range 21 E., except
the following blocks in the town of Silver, as per official
map, viz:

No. 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1164, 1170, 1171, 1172, 1173,
1174, 1175, 1176, 524, 325, 326, 527, 528, 529, 530, 531, 547, 570, 571, 572, 573, 574,
575, 576, 577, 578, 579, 580, 581, 582, 618, 619, 620, 621, 622, 623, 624, 625, 626,
627, 628, 629, 630, 631, 669, 670, 671, 672, 673, 674, 675, 676, 724, 725, 726,
727, 728, 729, 730, 731, 769, 770, 771, 772, 773, 774, 775, 776, 826, 827,
828, 829, 871, 872, 873, 874, 926, 927, 928, 929, 971, 972, 973 and 974

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The whole of section 6, Township 16 N., Range 20 E.

The S $\frac{1}{2}$ of A.C. 4, S $\frac{1}{4}$ of S.W. 1/4, N.W. 1/4 of S.W. 1/4, S.W. 1/4 of N.W. 1/4, Lot 4 of T.W. 1/4, L.C. 1/4 of N.C. 1/4, N.C. 1/4 of S.C. 1/4 of section 5, Township 16 N..

Range 22 E.

The N. $\frac{1}{2}$ of N.E. 1/4, N.W. 1/4, N.W. 1/4 of S.E. 1/4 of section 8, Township 16 N.

Range 22 E.

The whole of section 7, Township 16 N., Range 22 E.

That S. 1/4, N.W. 1/4, and W $\frac{1}{2}$ of S.W. 1/4 of section 12, Township 16 N., Range 21 E.

The E $\frac{1}{2}$ of N.E. 1/4, E $\frac{1}{2}$ of S.C. 1/4 of section 11, Township 16 N., Range 21 E.

The E $\frac{1}{2}$ of N.E. 1/4 of section 14, Township 16 N., Range 21 E.

The C $\frac{1}{2}$ of N.E. 1/4, N.W. 1/4 of N.C. 1/4, N.E. 1/4 of N.W. 1/4, W $\frac{1}{2}$ of N.W. 1/4, S $\frac{1}{2}$ of S.W. 1/4, S.W. 1/4 of S.E. 1/4, C $\frac{1}{2}$ of S.C. 1/4 of section 18, Township 16 N., Range 21 E.

The N.W. 1/4; Lot 8 of S.W. 1/4, N.W. 1/4 of N.E. 1/4 of section 18, Township 16 N., Range 22 E.

S.R.O. 1/4 and S.C. 1/4 of section 8, Township 17 N., Range 22 E.

All of Mount Diablo Base and Meridian, according to the United States official surveys.

Also, that certain possessory claim to what is known as the Silver Springs, described as the W $\frac{1}{2}$ of S.W. 1/4 of section 8, Township 17 N., Range 22 E., of said Base and Meridian in the State of Nevada.

Also one-half interest undivided in and to that certain ditch and water right known as and called the Gardella Ditch, situated in the County of Lyon, State of Nevada.

Also that certain ditch and water rights and location known as the Gee Ditch, intersecting the Rocky Point Mill Tail Race, situated in the County of Lyon, State of Nevada.

Also all buildings, structures and improvements belonging to the party of the first part, situated and being in the Counties of Lyon and Storey, State of Nevada.

Fourth, Also all men and teams, and all mining and other machinery, stores, supplies, tools and implements, including all blacksmith tools and supplies, carpenter tools and supplies, drills, prospecting outfit and supplies, engines, cars, tramways, rails, telegraph and electrical

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appliances and supplies, lumber, wood, coal, charcoal, chemicals, hardware, explosives, pumps, lamps, reflectors, flour and ranch supplies and implements, traps, gunpowder, horses, mules, live stock, wagons, vehicles, household and office furniture and supplies, and generally all machinery, implements, tools, supplies, appliances and property now in fee, or on hand, at or in connection with the said tunnel or any part or portion thereof; and also books of account and vouchers kept by and belonging to the said party of the first part.

Fifth. Also all the rights, title and interest of the party of the first part in, to, under and growing out of all and singular those certain articles of agreement, contracts and agreements providing among other things for the payment among other things for the payment to the said tunnel company a corporation duly organized and existing under the laws of the state of California, in the United States of America, with predecessors in interest, of certain royalties, tolls, revenues, charges and sums of money made and entered into by and between the said tunnel company or its predecessors in interest on the one hand, and the following named persons, corporations and mining companies owning, operating and interested in mines, mining claims and tolls on the Live Stock Lode and vicinity, on the other hand; on the respective dates herein below specified, that is to say in 1866.

On March 26th, with the Gould & Curry Silver Mining Co;

On April 3rd, with the Savage Mining Company;

On April 6th, with the Confidence Silver Mining Co;

On April 11th, with the Great Northern Silver Mining Company;

On April 12th, with the Crown Point Gold & Silver Mining Company;

and with the White & Murphy Gold & Silver Mining Co;

On April 14th, with the Empire Gold & Mining Co;

On April 16th with the Oliver Silver Mining Co;

On April 19th with the Bear Creek Mining Co;

with the Gold Hill Quartz Gold & Mining Company;

with the Imperial Mining Co; and

With the American Silver Mining Co.;
On April 1st with the California Silver Mining Co.;
With the Colorado Potosi Mining Co. And
With the Best & Belcher Mining Co.;
On April 25th, with the Yellow Jacket Silver Mining Co. and
With the Alpha Gold Hill Mining Co.;
On April 27th, with the Belcher Mining Co.;
On May 9th with Central Silver Mining Co.; and
With the Bullion Mining Co.

in 1879

On March 9th with the Hatch Silver Mining Co.;
With the Sierra Nevada Silver Mining Co.;
With the Union Consolidated Silver Mining Co.;
With the Mexican Gold & Silver Mining Co.;
With the Ophir Silver Mining Co.;
With the California Mining Co.;
With the Consolidated Virginia Mining Co.;
With the Best & Belcher Mining Co.;
With the Gould & Curry Silver Mining Co.;
With the Savage Mining Co.;
With the State & Across Silver Mining Co.;
With the Colorado Potosi Mining Co.;
With the Bullion Mining Co.;
With the Exchequer Mining Co.;
With the Alpha Consolidated Mining Co.;
With the Consolidated Imperial Mining Co.;
With the Challenge Consolidated Mining Co.;
With the Confidence Silver Mining Co.;
With the Yellow Jacket Silver Mining Co.;
With the Kortnick ^{Great Silver} Mining Co.;
With the Laramie Potosi Mining Co.;
With the Belcher Silver Mining Co.
With the Segregated Belcher Mining Co.; and
With the American Silver Mining Co.

And also all the rights, title and interest of the party of
the first part in, to, and under and growing out of any
and all other articles of agreement, contracts and agreements

heretofore made and intended hereby and between the said two
parties, Company and its friends as hereinbefore set forth on the one part
and various persons, or factious and mining companies,
bearing, operating, and interested in mines, mining claims and
lands on the said Comstock Lode and vicinity on the other
part, providing for the payment to the said Butte Tunnel
Company or its predecessor in interest of any royalties, tolls,
revenues, charges and sums of money.

sixth. All other property, real, personal and mixed, and
of whatsoever name or nature and wheresoever situated,
belonging or hereafter to belong to the said party of the first
part and not hereinbefore specifically mentioned or described,
including its franchises, privileges, rights and liberties. And
Also all the extant rights, title, interest, property, possession, claim
and demand - whatever, as well in land as in equity, of the
said party of the first part, of, in, and to the same and every
part and parcel thereof with the appurtenances.

It being intended hereby to convey all and singular the prop-
erty heretofore belonging to the said Butte Tunnel Company
and purchased by the party of the second part under a power
of foreclosure against said Butte Tunnel Company and con-
veyed by the party of the second part to the party of the first
part, by deed bearing even date herewith, as well as all and
singular all other property of every kind, nature and description
now owned or hereafter to be acquired, by the party of the
first part.

To Hold and to Hold all and singular the hereinbefore
described property unto the said party of the second part,
its successors and assigns forever, in trust to the uses and
purposes hereinafter limited and declared.

Provided always, and it is so hereby inserted, that if the expense
condition, that if the said party of the first part, its
successors or successors, shall well and truly pay or cause
to be paid unto the holders of said bonds so issued as
aforesaid, the principal thereof, and the interest to grow
due thereon respectively at the times and in the man-
ner aforesaid in said bonds according to the true intent

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or its incumbrance thereof, and shall well and truly apply its net income
to the payment of the interest due and income bonds aforesaid
having provided, then these presents and the estate hereby granted
shall cease, determine and be void.

Whereas it is hereby covenanted by and between the parties hereto
that the party of the first part shall from time to time
and at all times hereafter, and as often as thereunto re-
quested by said party of the second part, its successor or success-
ors, execute, acknowledge and deliver all such further deeds,
conveyances and assurances in the law for the better assuring
unto said party of the second part, its successor or successors in the
trust hereby created, and upon the trust herein expressed, the
lands, tunnels, interests, contracts, privileges, rights and liberties,
and all property of every kind and nature, together with its
appurtenances, hereinbefore conveyed or contracted to be conveyed
or intended so to be, and all other property and things whatever
which may be hereafter acquired by the said party of the
first part, and all franchises now held by it, as by said party of
the second part, its successor or successors, why then counsel shall be
reasonably required.

And the said party of the first part covenants and agrees that
it will as soon as may be execute to the said party of the
second part, its successor or successors, in due form of law,
proper assignment and transfers of any and all agreements
or contracts which the said party of the first part may at
any time hereafter make or enter into with any persons, com-
panies or corporations owning, operating or interested in mines,
mining claims or lands on the Comstock Lode or any other
lode in the vicinity of the said Bunker Hill, providing
for the payment of any sums of money or conferring any
benefit or advantage upon the party of the first part,
so that all such contracts and agreements may be more
specifically included within the line of this mortgage.

Second. And it is hereby further covenanted and agreed
by the party of the first part, that if any default shall
be made in the payment of the principal of any of the
bonds or any part thereof, at the time and in the manner

mentioned in said bond. That it is now become chanceryable
on request of the plaintiff to have full and free access of justice
to all the outstanding debts held by the plaintiff for the property
of the second party, its successors and assigns to enter into
and upon all and singular the real and other property,
privily granted, sold or conveyed or intended to be, and
every field and parcel thereof, and to sell and dispose of
the same and all other property hereinbefore mentioned
described, and all benefit and equity of redemption of the
said party of the first party, its successors and assigns therons
as public auction according to law, and as the attorney of
the said party of the first party, by these presents duly authorized
constituted and appointed, to make, execute, acknowledge
and deliver to the purchaser or purchasers thereof, his or their
legal representatives, any deed or deeds of conveyance or other
instrument in the law sufficient to vest in him or them
the said untraded property and every part and parcel
thereof; and out of the money arising from such sale
or sales to pay the principal which shall then be due on
the said several bonds proportionately to the respective
holders and owners, item, together with any interest
which shall then have been accrued and be due, with the
costs, charges and expenses of such sale or sales of said
property, rendering the sum of the purchase money,
if any there shall be, unto the said party of the first party,
its successors and assigns, which one or to be made shall
forever be a perpetual bar both in law and in equity against
said party of the first party, its successors and assigns, and
against all other persons claiming or to claim the said
property in any part thereof, under or by it.

Thirdly. It will be next of the more fragrant of the interest -
so many of which however tends to the extent that the same
shall be earned and become payable, it shall be profited
by the party of the second part, with execusion by its
agent or attorney to enter into and upon all and since
years, the property hereby granted, and to use, occupy
and operate the same; to receive and to hold all the rents,

unearned losses and profits thereof to apply the whole of the net income after paying current interest, to the payment of the interest earned and due as aforesaid, and to retain possession of and operate said property until the entire amount of said due interest to be paid, and thereupon after deducting its compensation and reimbursing itself for necessary legal and other expenses incurred by such uses, management and operation, to turn over the said property to said party of the first part.

Sixth. - Increase at any time during the period of two successive years no interest shall be paid upon the bonds owned hereby by the party of the second part, but may take possession of the property covered by this mortgage, and operate and manage the same as it would be entitled to do under the next preceding article hereof, but at any time shall return possession of such property to the said party of the first part, and allow such party of the first part to remain in possession thereof, when and so long as the stockholders of such company, party of the first part, shall elect as trustees of said company a board, the majority of whom shall be selected by the bondholders, such selection of trustees by the bondholders to be made either at a called meeting of the bondholders or by the nomination and voting of such trustees, by the holders of a majority of the bonds now and hereafter then outstanding.

Fifth. - And it is further covenanted and agreed by the party of the first part that it shall and will pay and discharge all taxes, assessments or other charges which are or may at any time become, or be levied, assessed or imposed upon the premises aforesaid hereinbefore mentioned as described in specifying justifications thereof, the payment thereof shall be material and necessary to the protection of the security hereby created, and in default thereof the said party of the second part or its successors may sue such taxes and assessments and charges, and the amount so paid with the interest thereon shall be deemed to be secured by these presents. For nonpayment by the party of the first part of said amount so paid by the party of the second part with the interest thereon on demand of the party of

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the party of the second part, the party of the first part shall have the same remedies of law as if said particular bond had been paid, it would have on default of the party of the first part to pay the principal of said bonds at maturity, and that it would have on default of the said party of the first part to apply the net income to payment of interest as herein provided.

Sixth:—And it is hereby further covenanted and agreed by the said party of the first part, that it will semi-annually as soon as may be after the first day of March and the first day of September, and at least ten days before the first day of May and the first day of November, respectively, in each year during the continuance of this trust, make up, and furnish to the party of the second part, or to the Trustee for the time being, a fair and just account of its payments, expenses and gains and net income for the six months ending on said first day of March or September, as the case may be, so as to exhibit the true sum applicable to the payment of interest on said income bonds, and will pay the said interest, or so much thereof as has been earned, on the first days of May and November respectively, according to the true intent and meaning thereof. And at all reasonable times the said Trustee or its successors in said trust, or its, or his agents or attorneys may, and upon the written request of holders of a majority in interest of said bonds then outstanding and with proper indemnity for expenses, shall examine all the books, documents and papers of the party of the first part in any manner relating to its earnings and expenditures, for the purpose of verifying and correcting said accounts, and the party of the first part agrees to pay all expenses of such examination; and all books, documents and papers shall at all reasonable times be accessible to the said Trustee, its agent or attorneys.

Seventh:—And it is hereby covenanted and agreed by the said party of the first part that no more of such bonds shall be issued at the present time than shall be absolutely necessary for realizing sufficient for satisfying the claims of

Chas. C. T. - Nov 13, 1857
John C. Breckinridge
John C. Breckinridge
John C. Breckinridge

... of the second party to trustee and representative of the
party of the first part he said bonds under the plan of organization
of the New Orleans Company (the predecessor in interest of the said
party of the first part) hereby fixe \$12,000.00 in bonds and for the
management of all acts of litigation and reorganization, hereby fixe
\$17,139.00 in bonds the remaining bonds to be kept as a reserve fund,
to be sold from time to time if necessary, upon a unanimous vote of the
Board of trustees of the said party of the first part, and the proceeds
used for improving or extending the property of the party of the first
part, in some of the particulars mentioned in these parts of the Resolutions
between the stockholders of the New Orleans Company referred to in
the circular of the Executive Committee of November 15. 1857, in the
event that the surplus of the net income of the party of the first
part, after payment of interest on said bonds and providing further
purchase and cancellation of ^{the} said bonds as herein after mentioned,
shall not be sufficient for such improvements & extensions. It shall
be the duty of the party of the second part to duly authenticate by
signing the certificate endorsed thereon, and to deliver to the party
of the first part each reserved bond, every part of such bonds
upon presentation to the party of the second part of a certified copy
of a resolution of the Board of trustees of the party of the first part,
purporting to have been adopted by a unanimous vote of said Board,
authorizing the issue of such bonds or such part thereof.

Eighth. - And it is hereby further covenanted and agreed by the
said party of the first part that it will annually, on the first
day of November, set aside one half of fifteen per cent of its net in-
come for the year ending on the first day of September next pre-
ceding, after the payment of interest, to be applied to buying
and cancelling a portion of the said bonds, upon the following
plan: Offers of bonds shall be invited, and if the interest offered
accepted, if under 75 per cent, or the party of the first part
may, at its option, buy bonds in the open market at any price
All bonds so bought shall be promptly cancelled, & bonds
shall not be purchased to the full amount available, the
party of the first part may use the whole or balance of said
amount, in its own discretion, for the purpose of making
improvements or extensions on its property, or for paying

dividends additional to those which may have been taken out of the other half of the surplus capital.

Ninth.- The net income referred to hereinabove shall be so much of the total income received by the party of the first part as shall remain after deducting therefrom all general and operating expenses, and all expenses for repairs, renewals, replacements, taxes and insurance.

Tenth.- The party of the second part or the Trustee for the time being shall have full power, in its discretion to forgive any conveyance by the party of the first part, by way of release or otherwise, of any part of the property covered by this mortgage which, in the judgment of the Trustee, shall not be necessary for the due conduct of the business of the said party of the first part.

Any money which may be paid for such property so conveyed or released by said Trustee shall be received by the Trustee only, and by it invested in the purchase and cancellation of bonds secured by this mortgage, or in the purchase of property for said party of the first part, in the judgment of the Trustee useful and necessary for carrying on the business of said party of the first part, and which property shall become subject to the lien of this mortgage; and any property conveyed in exchange for such property so conveyed or released by said Trustee shall be conveyed to said party of the first part subject to the lien of this mortgage.

Eleventh.- And it is hereby further commanded and agreed that no recourse shall be had for the payment of the said bonds, secured by these presents, to the individual liability, if any, of any stockholder of the said party of the first part.

Twelfth.- The said party of the second part or any future Trustee may resign within thirty days notice to the said party of the first part, and any successor may be chosen by appointment made by a majority in interest of the holders of said bonds then outstanding, or, in case of their failure to make said appointment for a period of sixty days, thereby the party of the first part, or, in case of

the failure of either to make such appointment for a period of
many days, then by any justice of the Supreme Court of the
State of New York upon the application of any of the parties in
interest, and immediately upon making such appointment, in
any of the ways aforesaid all rights, powers and interests hereby
conferred upon the Trustee herein named, its successors or suc-
cessors in said trust, shall pass to and become vested in such
substituted Trustee, without any other or further acts or deeds
whatsoever.

Thirteenth.—Meetings of said bondholders may be called
at any time by either of the parties hereto or by one quarter
in interest of holders of said bonds then outstanding, or by
a committee of said bondholders appointed at a previous
meeting, by publishing notice of the time and place of
said meeting at least twice a week in one or more daily
newspapers published in the City of New York for six
weeks prior to the time appointed, and every bondholder
in person or by proxy may vote at any such meeting in
proportion to the amount of said bonds owned and held
by him.

Fourteenth.—And the said party of the second part hereby
accepts said trust and agrees to execute the same but without
any responsibility, except for wilful default or gross negligence
in the premises. And it shall be no part of the duty of the
Trustee to record or file this instrument as a chattel Mortgage,
but such recording or filing, if necessary, shall the duty
of the party of the first part to the bondholders. Never-
theless, the Trustee may record or file if it seems fit. The
Trustee shall be entitled to reasonable compensation for
all services rendered in the execution of this trust.

In witness whereof, the parties hereto have severally
signed their respective seals to be hereunto affixed, and there-
present to be signed by their respective Presidents and
attested by their respective secretaries, the day and year
first above written, in quadruplicate.

The Comstock Dunder Company
By Theodore Dutro

Witness, Charles Littell,

President

Attest

B. H. Chapman

Secretary

Cornstock Trust
Company

Corporate Seal

Union

Trust Company
of New York
Corporate Seal

Union Trust Company of New York

By

Edward King

President

Attest

A. V. Kimballson

Secretary

State of New York }
City and County of New York } ss.

On this 19th day of October,

1889, before me personally came Edward King, to me known to be the person who executed the foregoing instrument as President of the Union Trust Company of New York, who being by me duly sworn, said that he resides in the City of New York; that he knows the corporate seal of said Company; that he is President of the said Company; that the seal affixed to said instrument is the seal of said Company; that it was affixed to said instrument by order of the Board of Trustees of said Company; that he signed his name thereto by the like order as the President of said Company; and he thereupon there acknowledged that he executed said instrument for said Company and as its act and deed.

And on the same day before me also personally came Theodore Littell, to me known to be the person who executed the foregoing instrument as President of the Cornstock Trust Company, who being by me duly sworn, said that he resides in this City of New York; that he is the President of the said Company; that he knows the corporate seal of said Company; that the seal affixed to said instrument is the seal of said Company; that it was affixed to said instrument by

member of the Board of Directors of said Company, that he signed
the same, ^{the} third day of October, 1839, at the President of the said Company
and he has read and then acknowledged that he executed said instrument
for said Company and as its act and deed.

On witness whereof, I have hereunto set my hand and official
seal the day and year above mentioned.



On witness whereof I have hereunto set my hand
and affixed my Official seal this 19th day of
October A.D. 1839,

Charles Settlem
Sesada in
Business for Nevada.

115-117 Broadway N.Y. City

On witness whereof, I have hereunto set my hand
and affixed my Official seal this 19th day of Octo-
ber A.D. 1839

Charles Settlem

Notary Public for New York, State of New York.

117 Broadway N.Y. City.

State of New York }
City and County of New York }
} ss

Theodore Butler, being duly sworn, says: I am
the President of the Constant Tunnel Company, the Mortgagor
named in the annexed mortgage; said mortgage is made in good
faith and is given for a debt actually owing from said mortgagor
to the persons entitled to the bonds mentioned in the mortgage
to the amount of \$2,139, 000. The indebtedness consists of a part
of the consideration for the conveyance by mortgagee to mortgagor
of a certain property described in a deed bearing even date
with said mortgage and such indebtedness is represented
by said bonds. Said mortgage is not made or received with
intent to hinder or defraud any creditor of said mortgagee,
but to bring me the 19th day of October 1839.

On witness whereof I have hereunto set my hand } Theodore Butler
and affixed my Official seal this 19th day of
October A.D. 1839.

Charles Settlem
Commissioner for Nevada in New York



117 Broadway, N.Y. City
In witness whereof I have caused to be affixed my Official Seal this 19th day of October

A.D. 1889.

Charles A. Settleton
Notary Public for New York State of New York

State of New York

City and County of New York,

Edward King being duly sworn, sayeth that he is President of the Home Insurance Company of New York, the mortgage named in the annexed mortgage, said mortgage is made in good faith and is given for a debt actually owing from said mortgagor to the persons entitled to the bonds mentioned in the mortgage to the amount of \$2,139.00. The indebtedness consists of a part of the consideration of the conveyance by said mortgagor to mortgagee of certain property described in a deed bearing date with said mortgage and such indebtedness is represented by said bonds. Said mortgage is not made or received with intent to hinder or defraud any creditor of said mortgagor.

Swear to before me this 19th day of October, 1889.

In witness whereof I have caused to be affixed my Hand and affixed my Official Seal this 19th day of October A.D. 1889.

Charles A. Settleton
Commissioner for Nevada and appointed

117 Broadway, N.Y. City.

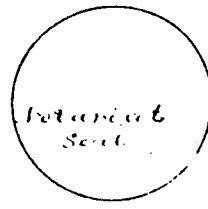
In witness whereof I have caused to be affixed my Hand and affixed my Official Seal this 19th day of October A.D. 1889.

Charles A. Settleton
Notary Public for New York State of New York

117 Broadway, N.Y. City

Filed

Filed for Record at the Request of Charles H. Packman



October 28th, A.D. 1889, at 3 o'clock P.M.

John P. Mack

County Recorder

This Indenture, made the 19th day of November
in the year of our Lord one thousand eight hun-
dred and eighty-nine Between D. D. Maki, P. Durkin
and Ventura, of the town of Dayton, County of Lyon,
State of Nevada, the parties of the first part; and
Salvatore Sanguinetti, of Virginia City, County
of Storey and State of Nevada the party of the
Second Part, Witnesseth; that the said parties
the first part, for and in consideration of
the sum of Twenty Three Hundred (\$2300.00)
Dollars in Gold Coin of the United States
of America, to them in hand paid, the receipt
whereof is hereby acknowledged, do by these
presents grant, bargain, sell, convey and confirm
unto the said party of the second part, his heirs
and assigns forever, all and singular that
certain lot or parcel of land situate, lying
and being in the County of Lyon, State of Nevada
on Carson River near Dayton, described as fol-
lows to wit: That certain lot piece or parcel
of land known as the "Barrett Ranch" bounded
by the Herds by the "Tower - Ranch" on the
South, "McMates Ranch" on the East by
the Angelo Ranch on the West by the Doug-
lass Mill site and old Websters Mill site, containing
about forty five (45) acres, more or less, bearing
a portion of Section Twenty Three (23), Township
Fifteen (15) North Range Twenty one (21) East,
Monumented called Base and Mountain and being the
same property conveyed by A. J. Barrett wife
to Daldini, Dami, Durkin, George and others of Angelo

BHD pg 619-640 Mtgs

This Recitation, made this first day of September
one thousand eight hundred and eighty nine, by
and between The Locomotowd Tunnel Company, a
corporation duly organized and existing under the
laws of the State of New York, in the United
States of America, party of the first part, and the
Union Trust Company, of New York, a corporation duly
organized and existing under the laws of the same
State, party of the second part, Witnesseth:

That whereas, the party of the first part is
the owner of a certain Mining and Draining tunnel
situated partly in Lyon, the County of Storey and
partly in the County of Lyon, in the State of
Nevada, commonly known and designated as the
Sister Tunnel, and of other property, real and
personal and mixed, and of certain rights, privileges
franchises and easements thereto belonging and ap-
pertaining, and all herein after mentioned fully described;

And Whereas, the party of the first part has
in accordance with a resolution of its Board of
Directors duly passed, determined to divide and
seize its income funds to an amount not
exceeding \$3,000, to consist of a series of bonds

to bearer of the denomination of \$1000, and \$500,
with interest ensuing attached, all of said bonds to be
of even date herewith, and the principal sum theron
named to be payable two years from the date hereof.

States of America, of, and equal to, the present standard
of weight and fineness, on the first day of September
one thousand eight hundred and nineteen, at
the office or agency of the party of the first part in
the City of New York, and State of New York, all of
said bonds to be of substantially the following form:

United States of America
State of New York

The Limestone Tunnel Company,

A.D.

On value received, The Limestone Tunnel Company
promises to pay, on the first day of September
nineteen hundred and nineteen, at its office
or agency, in the City of New York, to bearer
or to the registered owner, hereof, if registered, the
sum of

the gold coin of the
United States, of America, of, and equal to the present
standard of weight and fineness, with five percent
interest, for damages theron, principal sum notwithstanding,
either gold coin, banknote or coin, office or agency
or otherwise of the corresponding currency hereto
annexed, only six of the six income for the year
last past, on the first day of May, less per cent
and much thereof as the net income for the six
months ending on the first day of March next
preceding shall suffice to pay the cost of the
bonds of this series then outstanding, and, on the
first day of December, the balance of the six
per cent, or so much of said balance as the net
income for the year ending on the first day of
September next preceding, less and above, shall not
otherwise suffice to pay the payment of interest on
the first day of May next preceding, shall suffice

to pay the each of said bonds then outstanding
The net income is 20 which of the gross income
received, as shall remain after deducting therefrom all
general and operating expenses and all expense for
repairs, renewals, replacements, taxes and insurance.

This bond is one of a series of similar bonds of the
authorized amount, in all of three million dollars,
two thousand of such bonds, numbered consecutively
from one upwards, being for one thousand dollars each
and two thousand of such bonds, numbered consecutively
from two thousand and one upwards, being for one
thousand dollars each.

The payment of the principal and of the interest
out of the net income as aforesaid, of each bond is
secured by mortgage, bearing from date hereof upon all
the property and belonging to, or hereafter to belong to
the said The Leamington Tunnel Company, until affue-
tances, lessened, and delivered to the Leamont Trust
Company of Leamont, in trust for the holders of said
bonds, which are issued subject to the provisions thereof.
It is agreed between the said Tunnel Company and the
holder of this bond, that no recourse shall be had in
any suit for its payment to the individual liability of
any of any stockholder of said company.

This bond is transferable by delivery. It may
be registered on the books of said Tunnel Company
such registered bonds to be noted on this bond, and
thereafter will be transferable only on the books of said
company, until transferred to bearer, after which it
shall be again transferable by delivery and subject
to successive registrations and transfers to bearer. The
registry of this bond shall not restrain the negotiability
of the same by delivery only.

This bond is not valid unless and is treated
by a certificate and deed from the said, by the
Leamont Trust Company of Leamont, Trustee on
10 successional and paid trusts.

Mr. Justice, Whom the Plaintiff has appointed his legal counsel
has caused its corporate seal to be affixed thereto, and
there presents to be signed by the President and attested
by its Secretary, on this first day of October, one thousand
one hundred and eighty one.

The Cominotek Funeral Company
Attest. President
Secretary

Form of Trustees Certificate.

The sum to one of a series of income funds
described in the mortgage herein referred to
Nominees Trust Company of New York, Trustee

By. President

Form of Certificate

RE. The Cominotek Funeral Company will on the first
day of - pay to the bearer, the United
States gold coin, in the sum named of this certificate
at its office or agency in the City of New York
the sum of dollars, or such amount as shall
then be applicable for interest on its fund, present,
income, and all , pursuant to the terms
of said fund and the mortgage therein referred
to.

Treasurer

And whereas the wished assent to this mortgage
of a majority of the stockholders, owning at least
two thirds of the capital stock of the party of
the first party, has been filed in the office of
the Clerk of the City and County of New York,
and also in the offices of the Clerks of the
Courts of Supreme Court in the State of New York
where the property covered by this mortgage is
situated; And whereas the said party of the first
party has its principal place of business within the
State of New York, in the City and County of
New York;

And Whereas, the party of the second part

have agreed to act as trustee of the herein set forth
accuracy of any and all persons and corporations
to whom it may become holder of any of said income bonds,
and therefore, the party of the first part, in consideration
of the premises and of one dollar to it in
hand paid by the party of the second part, the
receipt whereof is hereby acknowledged, and to
secure the payment of the principal of said income
bonds and the application of the net income to the pay-
ment of the interest on said income bonds according to the
tenor thereof, hath granted, bargained, sold, assigned
remised, released, conveyed and confirmed, Assign and
transferred, and by these presents does grant, bargain
sell, alien, remise, release, convey and confirm, assign
and transfer unto the said party of the second part, which
is hereby declared to be the Trustee for any and all persons
and corporations who may become holders of any of
said income bonds, and to its successor or successors
and assigns in said trust forever:

First All and singular that certain mining and
draining tunnel situated partly in the County of St. Lucy
and partly in the County of Lynden, in the State of
Trinidad, and commonly known and designated as the
Sister Tunnel, (commencing at a point at the surface
near the Brown River and within the boundaries of
Lynden County aforesaid, and extending from said initial
point in a westerly direction seven (7) miles more or
less, to and beyond the Constantia Lodge and the
lateral tunnels extending northward and southward
from the main tunnel on the course of said bed
(tunnel) within the same or east or west of the same
and all other lateral tunnels and all branches, drifts
workings and shafts connected with, belonging to,
or appertaining to the same, together with all the
property, real, personal and mixed, and all rights
privileges, franchises and easements thereto belonging
or any use appertaining, and the tolls, income

rights, usages and franchises thereof
fully. All the franchises, property rights, privileges,
and immuniti^s, acquired or held by the party of the
first part, And granted and held by force of contract
of the Legislature of the State of Nevada, entitled
"An Act granting the right of way, and authorizing
A. Sutro and his associates to construct a Mining and
draining tunnel" Approved February 4, 1865; Also the
exclusive privilege of the right of way, and to run,
construct and excavate a tunnel running into the
Comstock Lode, from any point selected or to be
selected in the foothills of the Carson River Valley
within the boundaries of Lyon County, and between
Carroll Canyon and Webber Canyon; And also to sink
mining shafts along the lower course of said
tunnel, and connecting with the same at such
points as have been or may be selected, and to charge
for the benefit derived by the persons, companies or
corporations using the line of said tunnel, and others
who may be benefitted by the drainage of their
mines or lodes and freeing them from the flow of
water during whatever rates, price, or sum or sums of
money or stock which have been ^{any} agreed to or shall be
agreed upon by or between the parties, persons or
persons to be benefitted, as aforesaid; And to receive and
collect all sums of money or stock which said persons
companies or corporations shall contract to pay; And in
default of the payment of the same, according to
the time and condition of such contract or contracts
to sue for and collect the same, in the court of
competent jurisdiction in the State of Nevada.

Also, all the franchises, rights, privileges and
immunities and franchises held by the party of the
first part, And granted by the Act of Congress of
the United States of America, entitled "An Act granting
to A. Sutro the right of way, and granting other pri-
ileges to bid in the construction of a dredging and

Exploring tunnel to the Comstock Lode in the State of Nevada, approved July 25, A.D. 1866.

Also the right of way to run, construct and excavate all mines, draining and exploring tunnel, and to sink mining working and air shafts along the line or course of said tunnel, and connecting with the same at any points which may be selected, commencing at a point at the hills near the Carson River and within the boundaries of Lyon County, and extending from said initial point in a northerly direction, seven miles, more or less, to and beyond the Comstock Lode; And the right of way northwardly and southerly on the course of said lode, either within the same or east or west of the same; And also on or along any other lode which may be discovered or developed by said tunnel, Also the right to purchase from the United States, at one dollar and twenty-five cents per acre, a sufficient amount of public land near the mouth of said tunnel for the use of the same, not exceeding two sections, not mineral land or in the bona fide possession of other persons claiming under any act of Congress on the 25th day of July, 1866; Also the right to purchase at five dollars per acre such mineral lands veins and bodies within 2000 feet on each side of said tunnel, as have been or shall be cut, discovered or developed by running and constructing the same through its entire length extent, with all the dips, spurs and angles of such lodes, to the extent so granted in said Act of Congress, approved July 25, 1866. Also the right, privilege and franchise that all persons, companies and corporations running claims or mines on said Comstock Lode, or any other lode claimed, benefitted or developed by said tunnel, shall hold their claim subject to the condition that they shall contribute and pay to the owners of said tunnel the same rate of charge for drainage or other benefit derived from said tunnel or its branches as have been or hereafter may be

named and agreement between the owner and the lessee
parties representing the majority of the estimated value
of said construction, lodges on said tract being of sufficient value.

Third;—Also the following described tracts of land
situated on Lyon and Storey Counties in the State of
Nevada, to wit:

The S. E. 1/4 of S. E. 1/4 of Section 36, Township 17 N., Range 22 E.

The S. W. 1/4 of Section 31, Township 17 N., Range 22 E.

The S. W. of S. E. 1/4, S. 1/2 of S. W. 1/4, N. W. 1/4 of S. W. 1/4 of Section 32, Township 17 N., Range 22 E.

The S. E. 1/4 of S. E. 1/4 of Section 3, Township 16 N., Range 22 E.

The whole of Section 21, Township 16 N., Range 22 E.

Except the following blocks in the town of Elko as per
official map, viz:

100, 624, 625, 626, 627, 625, 629, 630, 631, 469, 470, 471,
472, 473, 474, 475, 476, 524, 523, 526, 527, 528, 529, 530, 531,
569, 570, 571, 572, 573, 574, 575, 576, 577, 579, 580, 581,
582, 583, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628,
629, 630, 631, 669, 670, 671, 672, 673, 674, 675, 676, 721, 723, 725
724, 725, 726, 727, 728, 729, 730, 731, 769, 770, 771, 772, 773, 774
775, 776, 826, 827, 828, 829, 871, 872, 873, 874, 926, 927, 928, 929,
971, 972, 973 and 974.

The whole of Section 6, Township 16 N., Range 22 E.

The S. 1/2 of S. E. 1/4, S. 1/2 of S. W. 1/4, S. W. 1/4 of S. W. 1/4 of S. W.
1/4, Lot 4 of S. W. 1/4, S. 1/2 of N. E. 1/4, N. E. 1/4 of S. E. 1/4 of Section 5,
Township 16, Range 22 E.

The N. 1/2 of N. E. 1/4, N. W. 1/4, S. W. 1/4 of S. W. 1/4 of Section
8 Township 16 N., Range 22 E.

The whole of Section 7, Township 16 N., Range 22 E.

The S. E. 1/4, N. W. 1/4 and S. W. 1/4 of S. W. 1/4 of Section 12, Township 16 N., Range 22 E.

The S. W. of S. E. 1/4, S. 1/2 of S. E. 1/4 of Section 11 Township 16 N., Range 22 E.

The S. W. of S. E. 1/4 of Section 14, Township 16 N., Range 22 E.

The S. 1/2 of S. E. 1/4, N. W. 1/4 of S. E. 1/4, S. E. 1/4 of S. W. 1/4, S. W. 1/2 of
S. W. 1/4, S. 1/2 of S. W. 1/4, S. 1/2 of S. E. 1/4, S. 1/2 of S. E. 1/4 of Section
13, Township 16 N., Range 22 E.

The N. W. 1/4, Lot 3 of S. W. 1/4, N. W. 1/4 of N. E. 1/4 of Section 15,

Land of 160, Range 22, C.

1/4 West Part of S. 1/4 of Section 8, Township 17, N. Range 22, D.

All of Mineral Mable Base and Meridian, according to the Standard
State of Nevada Survey.

Also that certain possession claim to what is known as the
Satin Springs, described as the W. 1/2 of S. 20 1/4 of Section 8,

Township 17, N. Range 22, D. of said Base and Meridian in the
State of Nevada.

Also one half interest, undivided in and to that certain
ditch and water right known as and called the Gardell's
Ditch, situated in the County of Lyon, State of Nevada.

Also that certain ditch and water right and location known
as the Lee Ditch, intersecting the Rocky Point Mine Trail.

River situated in the County of Lyon, State of Nevada.

Also all buildings, structures and implements belonging
to the party of the first part, situated and being in the
County of Lyon and Storey, in the State of Nevada.

Fourth, Also all ore and tailings, and all mining and
other machinery, stores, supplies, tools and implements,
including all blacksmiths tools and supplies, carpenter
tools and supplies, drills, assaying outfit, and supplies
engines, cars, tramways, rails, telegraph, supplies and
electrical appliances and supplies, lumber, wood, coal,
chemical, medicinal, hardware, explosives, pumps, lamps
reflectors, farm and ranch supplies and implements, etc.,
grain, hay, horses, mules, livestock, wagons, vehicles
household and office furniture and supplies, and

generally all machinery, implements, tools, supplies,
appliances and property now in use or on hand, at or
in connection with said State Normal or any part or
portion thereof; And also all books of account and books
left by and belonging to the said party of the first part.

Fifth, Also all the right, title and interest of the
party of the first part in, to, under and passing out of
all and singular those certain articles of agreement

contracts and agreements providing, among other things
for the payment to the Laramie River Company, a

orporation duly organized and existing under the
laws of the State of California in the United States
of America, or its predecessors in interest of certain royalties
rights, revenues, charges and sums of money - made and entered
into by and between the said listed mining company
or its predecessors in interest, on the one part and the
following named persons, corporations and mining companies
being operating and interested in veins, mining claims
and ledges on the Comstock Lode and vicinity, on the
other part, on the respective dates herein below specified
that is to say, A.D. 1866.

On March 26th with the Lundy Silver Mining Company
On April 3rd with the Savage Mining Company;

On April 6th with the Confidence Silver Mining Co;

In 1866, On April 11th with the Gold & Silver Mining Company

On April 12th with the Comstock Gold & Silver Mining Company
and with the White Murphy Gold & Silver Mining Co,

On April 15th with the Empire Gold & Mining Co.

On April 16th with the Celia Silver Mining Co;

On April 19 with the Boree Mill & Mining Co,

With the Gold & Silver Quartz Hill Mining Company

With the Imperial Silver Mining Co and

With the Orman Silver Mining Co

On April 20th with the California Silver Mining Co;

With the Chico Potosi Mining Co; and

With the Bear & Butcher Mining Co;

On April 23rd with the Yellow Jacket Silver Mining Co and

With the Alphar Gold & Silver Mining Co;

On April 27th with the Butcher Mining Co

On May 4th with the Central Silver Mining Co and

With the Brilliant Mining Co

A.D. 1877

On March 29 with the Metal Silver Mining Co

With the Sierra Nevada Silver Mining Co;

With the Union Consolidated Silver Mining Co;

With the American Gold & Silver Mining Co;

With the Alpha Silver Mining Co

With the California Mining Co.

With the Consolidated Virginia Mining Co.

With the Best & Belcher Mining Co.

With the Gold & Cavy Silver Mining Co.

With the Savage Mining Co.

With the Alert & Prosperous Silver Mining Co.

With the Chollar Potow Mining Co.

With the Bullion Mining Co.

With the Exchequer Mining Co.

With the Alpha Consolidated Mining Co.

With the Consolidated Imperial Mining Co.

With the Challenger Consolidated Mining Co.

With the Confidence Silver Mining Co.

With the Yellow Jacket Silver Mining Co.

With the Standard Mining Co.

With the Crown Point Gold & Silver Mining Co.

With the Belcher Silver Mining Co.

With the Segregated Belcher Mining Co. and

With the Orman Silver Mining Co.

And also all the right, title and interest of the party
of the first part in, to, under and growing out of any and
all other articles of agreement, contract and agreements
herefore made and entered into by and between, the said
Secto Tunnel Company or its predecessors in interest on
the one part and various persons, corporations and mining
companies, mining, operating and interested in various
mining claims and lots on the said Comstock Lode
and vicinity on the other part, providing for the pay-
ment to the said Secto Tunnel Company or its
predecessors in interest of any royalties, tolls, revenues
charges and sums of money.

Sixth:—All other property, real, personal and mixed
and of whatever nature and whenever created,
belonging or hereafter to belong to the said party of
the first part and not specifically mentioned as described
including franchises, privileges, rights and liberties, and
Also all other estates, right, titles, property, possession

Claimed and Disclaimed before the Court and agreed
that the said party of the first part, entitled to
the same and every part thereof, shall be entitled to the same
Appurtenances.

It being intended hereby to convey all land singular or other
property hereto fore belonging to the said Suresh Kumar
Company and purchased by the party of the second part
under a decree of foreclosure against said Suresh Kumar
Company and conveyed by the party of the second part
under a decree of foreclosure against said Suresh Kumar
Company and conveyed by the party of the second part
to the party of the first part by deed bearing
date hereof, as well as all and singular all
other property of every kind, nature and description
now owned or here after to be acquired by the party of
the first part.

To have and to hold all and singular the here-
inbefore described property unto the said party of
the second part, its successors and assigns forever, in
trust to the uses and purposes herein after limited and
declared.

Provided always and then presents are upon the
express condition, that if the said party of the first
part, its successors, shall well and truly pay or cause
to be paid unto the holders of said bonds so issued
as aforesaid, the principal thereof and the interest
to grow due thereon respectively at the time and in
the manner mentioned in said bonds according to
the true intent and meaning thereof, and shall
well and truly apply its net income to the pay-
ment of the interest on said income bonds as
therein and herein provided, then these presents
and the estate hereby granted, shall cease determine
and be void.

First - It is hereby covenanted by and between the
parties hereto that the party of the first part
shall from time to time, and at all times here-

After the said 30 days as aforesaid as the events reported by said
parties of the said part, its successors or executors, etc.,
and by and before all such further deeds, convey-
ments and assurances on the land for the better assur-
ing unto said party of the second part, its successors
or executors on the trust hereby created created,
And upon the trust hereby herein expressed, the lands
tenures, interests, contracts, privileges, franchises, rights
and liberties, and all property of every kind and nature
together with its affixtures, hereinbefore conveyed or
contracted to be conveyed, or intended so to be; and all
other property and things whatsoever which may be
hereafter acquired, by the said party of the first part
and all the franchises now held by it, as by said party
of the second part, its successors or executors, or by their
successors, shall be reasonably required.

And the said party of the first part covenants and
agrees that it will, as soon as may be executed to the said
party of the second part, its successors or executors, in due
form of law, for full assignments and transfers of any
and all agreements and contracts which the said party of
first part may at any time hereafter make or enter into
with any persons, companies or corporations owning operating or
interested in mines, mining claims or lands on the ^{said} ~~land~~
~~Soil,~~ or any other lands in the vicinity of the ^{said}
Tunnel, providing for the payment of any sum of
of money or conferring any benefit or advantage upon
the party of the first part, so that all such contract
and agreements may be more specifically embodied
within the limit of this writing age.

Second - And it is hereby further covenanted and
agreed by the party of the first part, that if any
default shall be made in the payment of the
principal, of any of the said bonds, a day paid
thereof, at the time and in the manner mentioned
in said bonds, that then and from thenceforth, on
receipt of one quarter and interest of the holder of

such kind, then unto the party to whom to convey
for the party of the second part, its executors and
assigns to enter into and upon all and singular
the real and other property hereby granted, sold
or conveyed, or intended so to be; and every part
and parcel thereof, and to sell and dispose of the
same and all other property heretofore mentioned
and described, and all benefit and equity of re-
demption of the said party of the first part, its suc-
cessors and assigns, thereunto, at public auction according
to law, and by the attorney of the said party of the
first part by those present duly authorized, constituted
and appointed to make, execute, acknowledge and
deliver to the purchaser or purchasers thereof, his or
their legal representatives, any deed or deeds of con-
veyance or other instrument in the land sufficient
to vest in him or them the said mortgaged property and
every part and parcel thereof, and out of the money arising
from such sale or sales to retain pay the principal
which shall then be due on the said several bonds
pro rata and equitably to the respective holders and owners
thereof together with any interest which shall then
have accrued and be due, with the costs, charges
and expenses of such sale or sales of said property
including the expenses of the purchase money, if any
there shall be, unto the said party of the first
part, its executors and assigns, which sale or sales
made shall furnish such party with such sum
and in equity against said party of the first part
its successors and assigns, and against all other
persons claiming either in the said property or any
part thereof under it.

Third - In the event of the non payment of any
or any of said income bonds to the extent that the
same shall be unpaid and become judgment, it shall
be lawful for the party of the second part, or its
successors, by its agent or attorney to enter into and

upon the said company the property hereby granted
and to uses manage and operate the same, to receive and
to hold all the rents, incomes, leases and profits thereof
to apply the whole of the net income, after paying current
expenses to the payment of the interest accrued and due
as aforesaid, and to retain possession of and operate such
property until the entire amount of said due interest
be paid; and thereupon, after deducting its compensation
(and remunerating itself for necessary legal and other
expenses incurred by such uses, management and op-
eration), to turn over the said property to said party
of the first part.

Fourth - In case at any time during the period of
two successive years no interest shall be paid upon the
bonds issued hereby, the party of the second part may take
possession of the property covered by this mortgage and
operate and manage the same as it would be en-
titled to do under the next preceding article hereof but
at any time shall return possession of such property
to the said party of the first part, and allow such
party of the first part to remain in possession thereof
when and so long as the stockholders of such company
party of the first part, shall elect as Trustees of said
company a board, of the majority of whom shall
be selected by the bondholders, and selection of
Trustees by the bondholders to be made either at a
called meeting of the bondholders or by the unanimous
agreement of such Trustees by the holders of a major-
ity of the bonds issued hereby, then outstanding.

Fifth - And it further covenanted and agreed
by the party of the first part that it shall and
will pay and discharge all taxes, assessment, or
other charges which are or may at any time be im-
posed, or be laid, assessed or imposed upon the premises
or property hereinbefore mentioned or described or upon
any part or portion thereof, the payment whereof
shall be material and necessary to the protection of the

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security hereby created, And in default thereof the
said party of the second part or its successor may
pay such taxes and assessments due & charges, and the
Amount so paid with the interest thereon shall be
deemed to be recovered by these presents. And soon
payable by the party of the first part of said
Amount so paid by the party of the second part
with interest thereon, or demand of the party of
the second part, the party of the second part shall
have the same remedies of every kind for the collection
thereof, as it would have for default of the party
of the first part to pay the principal of said bonds
at maturity, And that it would have on default
of said party of the first part to apply the net income
to payment of interest, as herein provided.

Sixth. - And it is hereby further covenanted and
agreed by the said party of the first part, that
it will send annually as soon as may be after the
first day of March and the first day of September, and
at least ten days before the first day of May, and the
first day of November, respectively, in each year during
the continuance of this trust, make & shall furnish to
the party of the second part, or to the Trustee for
the time being, a fair and just account of its pay-
ments, expenses and gross and net income for the six
months ending on the first day of March and September
as the case may be, so as to exhibit the true sum
applicable to the payment of interest on said incoume
bonds, and will pay the said interest, or so much
thereof as has been earned, on the first day of
May next succeeding prospectively, according to the
true intent and meaning thereof. And it will con-
nually keep the said trust, or its successors in
trust, or its or his agent or attorney, may, and
refuse the written request of holder of a majority
in interest of said bonds to demand, holding, and
with full force, indemnity for expenses, which may

All the books, documents and papers of the party of
the first part in any manner relating to its passing
and expenditures, for the purpose of verifying and
correcting said accounts, and the party of the first
part agrees to pay the expenses of such examination.
And all said books, documents and papers shall at all
reasonable times be accessible to the said Trustee, or
Agent or attorneys.

Seventh — And it is hereby covenanted and agreed
by the said party of the first part that one thousand
of such bonds shall be issued at the present time,
and shall be absolutely necessary for ratifying suf-
ficient for satisfying the claims of the party of
the second part as Trustee and representatives of
of the various subscribers to the said bonds
under the plan of reorganization of the said
Trustee Company (the predecessor in interest of
the said party of the first part) hereby fixed
at \$20,000 in bonds and for payment of interest
and expenses of litigation and reorganization, hereby
fixed at \$13,000 in bonds, the remaining bonds
to be kept as a reserve fund, to be sold from time
to time, if necessary, upon a unanimous vote of the
Board of Trustees of the said party of the first
part, and the proceeds used for improving or extending
the property of the party of the first part, in some
of the particulars mentioned in the report of Mr. Thorne
dated October 28th, Stockholders of the said Trustee Com-
pany referred to in the circular of the Executive Board
dated November 15, 1872, in the sum that the
sum of the net income of the party of the first
part, after payment of interest on said bonds and
providing for the purchase and cancellation of the
said bonds mentioned, shall not be
sufficient for such improvements and extensions.
It shall be the duty of the party of the second
part to duly authenticate by signing the certificate

enclosed therin, and to deliver to the party of the first
part such accrued bonds, or any part of such bonds
upon presentation to the party of the second part of a cer-
tified copy of a resolution of the Board of Directors of
the party of the first part, purporting to have been
adopted by a unanimous vote of said Board, authorizing
the issue of such bonds or such part thereof.

Eighty. And it is hereby further covenanted and
agreed by the said party of the first part that it will
annually, on the first day of November, set aside one
half of the surplus of its net income for the year
so ending on the first day of September next preceding
after payment of interest, to be applied to buying
and cancelling a portion of the said bonds, upon
the following plan: offers of bonds shall be invited
and the lowest offers accepted, of under 75 per cent,
or the party of the first part may, at its option buy
bonds in the open market at any price. All bonds
so bought shall be promptly cancelled if bonds shall
not be purchased to the full amount available the
party of the first part may use the whole or balance
of said amount, in its own discretion, for the purpose
of making improvements or extensions in its property
or for paying dividends additional to those which
may have been declared out of the other half of its
net income.

Ninety. The net income soffered to hereinabove
shall be so much of the total income received
by the party of the first part as shall remain
after deducting therefrom all general and operating
expenses, and all expenses for repairs, maintenance, refur-
bishment, insurance, &c.

One hundred. The party of the second part will
for the time being shall stand full bound in its
discretion, to give and receive conveyance by the party of
the first part, by way of release or otherwise, of any
part of the property covered by the trust, as aforesaid.

and the payment of the duties shall not be necessary for use in the conduct of the business of the said party of the first part. Any money which may be paid for such property so conveyed or released by said Trustee shall be received by the Trustee only, and by it arrested in the purchase and cancellation of bonds secured by this Mortgage, or in the purchase of property for said party of the first part, in the judgment of the Trustee useful and necessary for carrying on the business of the said party of the first part, and which property shall become subject to the lien of this Mortgage, and any property conveyed in exchange for such property so conveyed or released by said Trustee shall be conveyed to said party of the first part subject to the lien of this Mortgage.

Clement. And it is hereby further covenanted and agreed that no recourse shall be had for the payment of the said bonds secured by these presents to the individual liability, if any, of any stockholder of the said party of the first part.

Fifteenth. The said party of the second part or any future Trustee may resign upon thirty days notice to the said party of the first part, and any vacancy may be filled by appointment made by a majority in interest of the holders of such bonds now outstanding, or, in case of their failure to make said appointment within a period of sixty days, then by a majority of the party of the first part, or, in case of the failure of either to make such appointment for a period of ninety days, then by any justice of the Supreme Court of the State of New York substituted appointment of one of the parties in interest, and immediately upon making such appointment, in place of the resigning person, all rights, powers and interests hereby conferred by said Trustee herein named, its successor or successors in said trust, shall pass to and become vested in such substituted Trustee without any

other or in further acts or documents.

Thirteenth - Meetings of said bondholders may be called at any time by either of the parties hereto or by one quarter in interest of the holders of said bonds. These bondholders, who are entitled to said bonds, shall be appointed at a previous meeting, by publishing notice of the time and place of said meeting at least once a week in one or more daily newspapers published in the City of New York, for six weeks prior to the time appointed and every bondholder in person or by proxy may vote at any such meeting in proportion to the amount of stock held by him.

Fifteenth - And the said party of the second part hereby accepts said trust and agrees to execute the same, but without any responsibility, except for wilful default or gross negligence in the premises.

And it shall be no part of the duty of the Trustee to record or file this instrument as a Chatter Mortgage but such recording or filing if necessary, shall be the duty of the party of the first part or of the bondholders, nevertheless the Trustee may so record or file if it sees fit. The Trustee shall be entitled to reasonable compensation for all services rendered in the execution of this trust.

In witness whereof the parties hereto have severally caused their corporate seals to be hereunto affixed, and there presents to be signed by their respective Presidents and attested by their respective Secretaries, this day and year first above written, in duplicate.

The Pennsylvania Canal Company
Witness. By Edward Sturgis
Chairman of Directors President
Wm. H. H. Mayor
(L.S.) Secretary

Messing Trust Company of New York
By Edward Sturgis President

Attest - A. C. Ronaldson
Secretary

State of New York }
City and County of New York } 85
X

On this 19th day of October 1853, before me personally came Edward King, to me known to be the person who executed the foregoing instrument as President of the Union Trust Company of New York, who being by me duly sworn, said that he resides in the City of New York; that he is President of the said company; that he knows the corporation of said company; that the seal affixed to this instrument is the seal of said company; that it was affixed to said instrument by the order of the Board of Trustees of said company; that he signed his name thereto by the said order as the President of the said company; and he then and there acknowledged that he executed said instrument for said company as its act and deed. And on the same day before me also personally came Theodore Astor, to me known to be the person who executed the foregoing instrument as President of the Comstock Farnel Company, who being by me duly sworn said that he resides in the City of New York; that he is the president of the said company; that he knows the corporation of said company; that the seal affixed to said instrument is the seal of said company; that it was affixed to said instrument by order of the Board of Trustees of said company; that he signed his name thereto by the said order as President of the said company, and he then and there acknowledged that he executed said instrument for said company and as its act and deed.

In witness whereof I have set my hand and affixed the seal of my office this 19th day of October, A.D. 1853.

The witness witness above set my hand and affixed my official seal this 19th day of October, A.D. 1853.

(L.S.) } Notary Public for the State of New York
Commissioner of Deeds in the City of New York
116 & 117 Broadway
N.Y. July 1, 1894.

For witness whereof I have hereunto set my hand and affixed
my official seal the 19th day of October, A.D. 1894.

(L.S.) } Notary Public for the State of New York
117 Broadway N.Y. July 1, 1894.

State of New York }
City and County of New York }
S.S.

Horace H. Mayers being duly sworn
says that he is the treasurer of The Comstock Tunnel Co.
Mining, the corporation named and described in the foregoing
Mortgage as the party of the first part. That under
paragraph 14 of said Mortgage it is the duty of the
said corporation to record or file said Mortgage as a
labeled Mortgage if necessary. That in accordance
therewith and the laws of the State of Nevada, he presents
hereby certifies that there is due on account of the
principal of said Mortgage the sum of 1,908,000, which
is the interest claimed by the said Mortgagee in the
real and personal property of said corporation by virtue
of such Mortgage at the date hereof,
I am etc. (Signed) Horace H. Mayers
day of June 1894.

For witness whereof I have hereunto set my hand
and affixed my official seal this 20th day of
June A.D. 1894.

Charles E. Johnson
Commissioner for Deeds in the City of New York
113 & 117 Broadway N.Y. July 1, 1894.

Recorded at the Registry of Deeds First Company July
21, 1894 at 20 min past 1 P.M.
First P. Meek.

voluntarily, and for the uses and purposes herein mentioned
I witness whereof I have hereunto set my hand and
affixed my Office seal the day and year in
this Certificate first above written

Thos. P. MacCaw

County Recorder

Recorded at Request of Frank P. Shirley July 15, 1891 at 40
Minutes past 9 o'clock A.M.

Thos. P. MacCaw

County Recorder

Circ. F
Book V
pg. 87

St. John's No. 1167
Know by these presents that the Union Trust
Company of New York, for and in consideration of the
sum of one dollar to it in hand paid by the Grand
Trunk Company, there receipt whereof is hereby acknowl-
edged, and for other good and valuable considerations
hereby given, assigns, transfers and sets over unto the
said Grand Trunk Company all that certain
judgment so recovered of the sum of \$101,356.13 entit-
led in favor of the said Union Trust Company of New
York on the 12th day of December 1889, in the Clerk's
office of the Circuit Court of the United States, Ninth
District, for the District of Canada against the said
Grand Trunk Company together with the interest thereon
from the 14th day of January 1889. A certified copy of
such judgment is hereto annexed and the said
Union Trust Company of New York hereby constitutes

I, James W. Merritt, Esq., attorney and
lawful attorney, in its name and otherwise; but at its
costs and charges, and for its own benefit to whom
elected or made judge and presented by proceeding,
which may be proper or necessary to enforce the same.
In witness whereof, I, James Wm. Merritt, Company of
Western Insurance, have caused these presents to be signed by its Vice
President, and its Corporate Seal to be affixed thereto
this 11th day of June 1871.

James Wm. Merritt, Co. of New York

by James Wm. Merritt, Jr.

Corporate
Seal

State of New York }
City and County of New York }

Oakland Hotel, New York, June 11, 1871.

Before me personally came James W. Merritt, whose signature
to be the person who executed this foregoing instrument
as Vice President of the Western Insurance Company of New
York, the corporation described in the said instrument,
who, being by me duly sworn, said: That he resides
in the City of New York, that he signed the time of
the execution of the said instrument was when he
was President of said Western Insurance Company of New York,
that he knows the corporate seal of said Western Insurance
Company of New York, that the seal affixed to said
instrument has such seal and was affixed thereto
by order of the Board of Directors of said Western Insurance
Company of New York, and that he, as Vice President
of said company, signed the said instrument by his authority
and the said James W. Merritt is now the Vice President
acknowledged the execution of said instrument in
and behalf of and doth set and seal it under
Western Insurance Company of New York.

In witness whereof, I, James Wm. Merritt, Esq., attorney and
lawful attorney, in its name and otherwise; but at its
costs and charges, and for its own benefit to whom
elected or made judge and presented by proceeding,
which may be proper or necessary to enforce the same.
In witness whereof, I, James Wm. Merritt, Esq., attorney and
lawful attorney, in its name and otherwise; but at its
costs and charges, and for its own benefit to whom
elected or made judge and presented by proceeding,
which may be proper or necessary to enforce the same.

Commissioners
Seal

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Mentioned:

Charles Kettell Esq.

Commissioner for Nevada in New York
a Notary Public for New York County in New York

In the Circuit Court of the United States, Ninth Circuit
District of Nevada.

Hugh McCalmont, et al., Union Trust Company
of Reno, Plaintiff. Complainant.

The Bectie Jewel Company, Defendant.

It appears on the 13th day of August, 1888, that the
Trust Company of America (plaintiff) complainant, re-
ceived a judgment in the Circuit Court of the United States
Ninth Circuit, District of Nevada, against the Bectie Jewel
Company, defendant, for the sum of a certain sum of
and the sum of the principal sum, to satisfy the sum
due to the complainant for the principal and interest, both
the sum \$1,420.209.46, first coin of the United States,
with interest from the date of said judgment at the
rate of one percent per annum until paid, together
with the costs and expenses of suit, hearing, and judg-
ment, if so called, in the cause which brought the same.
Whereupon said court appointed you that you should collect
the said sum of money, and satisfy the judgment
of plaintiff in said judgment and decree directed, and
has made judgment thereon, stating that there
is no deficiency of such sum of money, and it appears
from the record of this court, that the Bectie Jewel
Company that they are still due to the complainant
the sum of \$1,420.209.46 bearing interest at the rate
of one percent per annum from the 14th day of Au-
gust 1889, the date of the same.

I now therefore, by reason of the kind and strict justice
of said court, and judgment, and decree, that there is still
due from defendant, the Bectie Jewel Company,

Pg. 90

the complement, the Merchant Company of New York
the sum of \$1,365.47⁰⁰, gold coin of the United States,
paid interest thereon from the 1st January of 1839,
1839, at the rate of 6% per cent paid annually.

It is further ordered, & judged just, decreed, that the
complement, the Merchant Company of New York,
old three and one-half years, be remitted to the
General Company, the sum of \$1,363.36⁰⁰, in United
States gold coin, with interest thereon from the 1st day
of January, 1839, until paid, at the rate of six per
cent per annum, and that a record be made of the
decree of the court according to the practice of the
Court in such cases.

Given at New York, the 2^d day of March,

Chas. C. Converse, Pres't, & Genl. Secy.,
John C. Stoddard, Sec'y, &
John C. Stoddard, Sec'y, &
John C. Stoddard, Sec'y, &

John C. Stoddard, Sec'y, &
John C. Stoddard, Sec'y, &
John C. Stoddard, Sec'y, &
John C. Stoddard, Sec'y, &
John C. Stoddard, Sec'y, &

Circuit
Court Seal

of New York, & affixed to seal of the said
Court, the 2^d day of March, 1840, it is the

to have and recover from the defendant, Peter L. Lewis
Financial Company, the sum of \$10,365.13/00, in United
States gold coin, with interest thereon from the 1st day
of January, 1889, until paid, at the rate of seven per
cent per annum, and that execution issue for the
recollection of the same according to the practice of the
court in such cases.

Dated December 11th, 1889

Ed. M. Bunting Judge

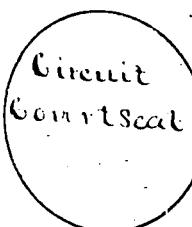
Enclosed is my bill of costs, dated December 11th, 1889, of Edward H. C.
No. 1016. States of America

District of Columbia

Middle

90

I, Ed. H. C., do hereby certify
Circuit Court of the District of Columbia, that I have examined
the bill of costs, and find it to be a true and correct
copy of the original, and that the amount of the same
is correct, and I do hereby certify that the same is due
to me, Edward H. C., and is my just and proper fee.



Very truly yours, Ed. H. C.
Circuit Court Seal, dated July 31st, 1891, at 53 Broad Street, New York City,
July 31st, 1891, at 53 Broad Street, New York City,
for and behalf of the Plaintiff in the above cause.

Enclosed is my bill of costs, dated December 11th, 1889,
July 31st, 1891, at 53 Broad Street, New York City,
for and behalf of the Plaintiff in the above cause.

Received in the office of the Clerk of the Court of
Appeals, New York City, on the 12th day of August, 1891,

Edward H. C., Esq., County Counsel

do have) and record from the defendant and the State
Prinical Company, the sum of \$10,136.57/3 for uncollected
State gold coin, with interest thereon from the 14th day
of January, 1869, until paid, at the rate of seven per
cent per annum, and that execution issue for the col-
lection of the same according to the practice of the
Court in such cases.

Attest December 11th, 1887

J. J. Edwards, Esq.

Enclosed is my file December 12th, 1887, J. J. Edwards, Esq.
United States Attorney

District of Columbia

I, J. J. Edwards, Clerk of the
Circuit Court of the United States for the District
of Columbia, do hereby certify that the foregoing first
printing is a full, true and exact copy of the Original
Decree now on file and of record in my office.

In testimony of my hand and seal this 2d day of January
1891, at my office, in Denver City, this the
2d day of April, A.D. 1891, and in the year
of our Lord,一千九百零一, the 115th.

Enclosed I file and record at request of C. S. Thomas
July 31st 1891, cost 53 min. paid 2.75 by Party 2 P.M.
A. Pages 364 to 367, El Paso County, Texas.

John Kelly, Esq.
Received at Request of C. S. Thomas July 31st 1891, & 3 min
paid 72 octavo D.P.C.

Bottom pg. 90

El Paso County - Received

unpaid, the taxes on the premises shall be paid by the obligees and at any time not later than one day before taxes shall become delinquent Carson may, at his option, pay the same and add it to their obligation, to bear interest at ten per cent per annum, or may terminate his obligation to convey.

It is also understood that the insurance on the buildings on the premises against loss by fire to the amount of \$150. Shall be payable to Z. T. Carson and that the premiums shall be paid by the obligees and in event of loss, the insurance shall be paid to Z. T. Carson and shall discharge the amount of the insurance as a part payment on the \$250. principal, interest and taxes added if there be any.

If any of the conditions be unfulfilled Carson may enter the premise and enjoy the same, possession and rents and profits.

IN WITNESS WHEREOF: Z. T. Carson doth set his hand the 29th day of March, 1915.

Z. T. Carson

STATE OF NEVADA,

ss.

County of Lyon.

Personally appeared before me this 29th day of March 1915, Z. T. Carson of Yerington, Nevada, who signed the foregoing instrument, and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarized seal the day and year in this certificate first written.

Laurel Slincarlund.

(Notarial Seal)

Notary Public in and for Lyon County, Nevada.

Recorded at the request of H. Pilkington, Mar 30, 1915, at 25 min. past 10 A.M.

Frank J. Gould

County Recorder.

*Misc.
Book 9*

FILE NO. 1555.

UNION TRUST COMPANY OF NEW YORK

Edward King, President

Overseas.

New York, March 29, 1915.

The Comstock Tunnel Company,

Gentlemen:

The Union Trust Company of New York hereby resigns its position as mortgagor in trust under the mortgage bearing date the first day of September, one thousand eight hundred and eighty-nine by and between the Comstock Tunnel Company and the Union Trust Company of New York; such resignation to take effect thirty days after the receipt by you of this letter, or at such earlier date as you may accept said resignation.

Yours truly,

EDWARD KING, PRESIDENT

By Edward King.

Edward King, President

Received at the request of James Leonard Apr. 7th, 1915, a. 15 min. past 2.

Frank J. Gould
County Recorder.

FILE NO. 12526

Special meeting of the Bondholders of THE COMSTOCK TUNNEL COMPANY, held at the office of the company, No. 25 Broad Street, Borough of Manhattan, New York, on Wednesday the 27th day of May 1903, at 2 o'clock P. M.

Bondholders representing in all a total of \$1,785,600 bonds were present in person or by proxy.

The meeting organized by electing Avery P. Cushman as chairman and Eugene B. Tappan as secretary. The call for the meeting as advertised in the New York Law Journal, twice a week for six successive weeks, pursuant to section thirteen of the mortgage, was read together with the affidavit of publication.

The chairman stated that the Union Trust Company, as Trustee for the Bondholders under the mortgage, given by the Comstock Tunnel Company, to the Union Trust Company, dated September, 1st, 1889, had resigned, and that the meeting was called for the purpose of ratifying the action of the bondholders in selecting Trustees in the place and stead of the Union Trust Company resigned.

After general discussion, the following resolution was introduced by Mr. Earl, seconded by Mr. Foster and unanimously adopted.

"RESOLVED, by the Bondholders of The Comstock Tunnel Company, in meeting duly assembled, that the appointment of James M. Leonard, Franklin Leonard, Jr., and Avery P. Cushman, as Trustees under the mortgage, dated September 1st, 1889, from the Comstock Tunnel Company to the Union Trust Company which trustees have appointed in the place and stead of the Union Trust Company, resigned, and the substitution of Franklin Leonard, for James M. Leonard, resigned, is hereby ratified and approved."

Upon motion duly made and seconded, the chairman appointed Stephen P. Cushman and William C. Foster, as Tellers, and the voting proceeded by ballot, when all had voted who wished, the chairman declared the polls closed and the Tellers reported that 1,784, 6/10 votes had been cast, each vote representing one bond of \$1,000, each all of which were in favor of the resolution.

The chairman thereupon declared that the resolution had been duly adopted unanimously. I hereby certify that the foregoing is a true and correct copy of a resolution adopted unanimously by the Bondholders of The Comstock Tunnel Company, at a meeting duly called for that purpose pursuant to the terms of the mortgage, which meeting was duly held at the office of the company, No. 25 Broad Street, on Wednesday, the 27th day of May, 1903, at 2 o'clock P. M.

Eugene B. Collins.

Secretary of the

Comstock Tunnel Company.

Signed this 27th day of March, 1915, personally appeared Eugene B. Collins, to me personally known and known to me to be the individual described in and who executed the foregoing certificate and he duly acknowledged to me that he executed the same.

Edward E. Adams.

Notary Public, No. 9, New York County.

Register's No. 6057.

(Notarial Seal) Commission expired March 30, 1916. Notary Public, N. Y. County.

100 Internal Revenue Stamps
Affixed and Cancelled.
Recorded at the request of James Leonard, Apr. 7, 1915, at 17 min. past 2 P. M.

Clara J. Guild

County Recorder.

FILE NO. 12527.

THE COMSTOCK TUNNEL COMPANY,

President and Superintendent's Office.

Sutro, Lyon County, Nevada, February 2nd, 1907.

To the Board of Trustees of
the Comstock Tunnel Company.

Gentlemen:-

I hereby resign from the position as one of the Trustees for the
Income Mortgage Bondholders of the Comstock Tunnel Company.

Yours very respectfully.

Franklin Leonard.

Recorded at the request of James Leonard, Apr. 7th, 1915, at 20 min. past 2 P. M.

Clara J. Guild

County Recorder.

FILE NO. 12528.

New York, February 4th, 1907.

To the Trustees for the First Mortgage Bondholders of

The Comstock Tunnel Company

To the Comstock Tunnel Co.

Gentlemen; I hereby tender my resignation as a trustee for the Bondholders to take
effect upon the election of my successor.

Very truly yours,

Avery F. Cushman.

As Trustee.

Recorded at the request of James Leonard, Apr 7, 1915, at 23 min. past 3 P. M.

Clara J. Guild

County Recorder.

FILE NO. 12533.

NOTICE OF FOREFEITURE

To O. J. Burke, W. L. Harris and Jerry O'Rourke:-

You, and each of you, are hereby notified that I, the undersigned, Co-Owner with you
in the Queen No. 1 Queen No. 2, Queen No. 3, Hill Top and Starlight No. 1 Lode Mining Claims,
situated in the Mason Mining District, Lyon County, Nevada, have expended Five Hundred (\$500)
Dollars, for and as the annual assessment work on said claims for the year 1914.

Reference is hereby made to Book "H" of Mining Location and Assessment Records of
Lyon County, Nevada, at page 18, 19, 20, 21, and 22 respectively, for the specific descrip-
tion of each of the above named claims, located by yourselves and the undersigned.

Under the provisions of Section 2324 Revised Statutes of the United States and the
several Statutes and Laws of the Legislature of the State of Nevada, you are hereby

On this 16th day of November, 1959, personally appeared before me, a Co. Recorder in and for said county and state, Robert L. Meinen and Annetta Meinen known to me to be the persons, described in and who executed the foregoing instrument and they, duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county, the day and year in this certificate first above written.

Jas. F. Barton, Co. Recorder

(Recorder Seal)

By Margaret Anfang

Deputy

(\$1.65 U.S. Int. Rev. Stamps affixed and cancelled.)

Recorded at Request of Robert L. Meinen, November 16, 1959, at 4 min. past 12 P.M.

Jas. F. Barton, County Recorder

Deeds
Book 42
pg. 492

By Margaret Anfang

Deputy

FILE NO. 76625

D E E D

THIS INDENTURE made the 6th day of November one thousand nine hundred and fifty-nine BETWEEN RICHARD H. CONKLIN, a single man, the party of the first part, and DAYTON LAND AND LIVESTOCK COMPANY., a Nevada corporation the party of the second part,

WITNESSETH: That the said party of the first part in consideration of the sum of Ten (\$10.00) dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, and sell unto the said party of the second part, and to its heirs and assigns forever, all his right, title and interest in and to the certain lot, piece or parcel of land situate in the County of Lyon, State of Nevada, and bounded and described as follows, to-wit:

Beginning at the West center 1/16 corner of Section 12, Township 16 North, Range 21 East, M.D.B.&M.; thence East a distance of 2644.62 feet to the East center 1/16 corner of said Section 12; thence South $0^{\circ} 48'$ East along a fence line a distance of 192.95 feet; thence South $56^{\circ} 44' 30''$ West along a fence line a distance of 334.44 feet; thence South $33^{\circ} 42'$ East a distance of 1900 feet more or less to the center of the Carson River; thence following up the center of the Carson River to its intersection with the one-quarter section line that runs east and West through the center of Section 13, Township 16 North, Range 21 East M.D.B.&M.; thence West along the one-quarter section line of said Section 13, a distance of 190 feet more or less to the one-quarter corner between said Section 13 and Section 14,

Township 16 North, Range 21 East, M.D.B.&M.; THENCE North 89° 55' West a distance of 639.55 feet to the Southwest corner of the premises herein described; thence North 20° 23' East a distance of 192.64 feet; thence North 1° 57' 15" East a distance of 447.09 feet; thence North 23° 23' East a distance of 106.73 feet; thence North 10° 09' East a distance of 315.03 feet; thence North 7° 53' East a distance of 186.28 feet; thence North 16° 54' 30" East a distance of 254.16 feet; thence North 40° 00' East a distance of 96.30 feet; thence North 49° 35' East a distance of 495.66 feet; thence North 31° 08' 15" East a distance of 258.75 feet; thence North 22° 18' 15" East a distance of 183.24 feet; thence North 58° 33' 15" East a distance of 186.57 feet; thence North 46° 10' 15" East a distance of 160.00 feet; thence North 20° 09' 15" East a distance of 311.78 feet; thence North 47° 51' 45" East a distance of 377.97 feet; thence North 31° 14' 15" East a distance of 71.65 feet; thence North 41° 29' 30" East a distance of 305.61 feet; thence North 57° 26' East a distance of 123.03 feet; thence North 43° 52' East a distance of 78.48 feet to a point on the West 1/16 Section line of said Section 12; thence North along the 1/16 Section line 1968.68 feet to the point of beginning.

SAVE AND EXCEPT that portion of the Northeast Quarter (NE₁) of the Southwest Quarter (SW₁) of Section 12, Township 16 North, Range 21 East, M.D.B.&M., conveyed to the State of Nevada for highway by deed dated August 20, 1954, recorded August 25, 1954 in Book 39 of Deeds, page 36, Lyon County, Nevada, records.

TOGETHER with all water, ditch, gas, oil, mineral and other rights appurtenant thereto; and

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the party of the second part, and to its heirs and assigns forever.

IN WITNESS WHEREOF the said party of the first part has executed this conveyance the day and year first above written.

Signed and Delivered in the Presence of Richard H. Conklin
\$88.00 Int. Rev. Stamps affixed and cancelled.
STATE OF NEVADA)
COUNTY OF WASHOE,) : 88.

On this 6th day of November, 1959, personally appeared before me, a Notary Public in and for the said County of Washoe, RICHARD H. CONKLIN, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Washoe, the day and year in this certificate first above written.

(Notarial Seal)
My Commission expires Sept. 19, 1960

Lloyd V. Smith
Notary Public in and for the
County of Washoe, State of Nevada.

Recorded at the Request of Nevada Title Cty Co., Nov. 17, 1959 at 20 min. past
10 o'clock A. M.

Jas. F. Barton, Recorder

By Margaret Angier
Deputy Recorder

(Notarial Seal)

Edith L. Spohr
Notary Public for the State of California
Residing at San Francisco, California
My commission expires June 17, 1962

Recorded at Request of Walter Whitacre, September 5, 1962 at 51 min. past 1 p.m.

Jas. F. Barton, County Recorder

by Margaret C. Young Deputy

Bk 45 pg 169 Deeds

FILE NO. 83546
GRANT, ETC. IN ALL SIE DEED

THIS INDENTURE made this 11th day of May, 1962, between DAYTON LAND AND LIVESTOCK COMPANY, a Nevada Corporation, Grantor, and CHARLES A. STEIN, a married man Grantee,

WITNESSETH:

That the grantor for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the grantee, his successors and assigns forever, all those certain lots, pieces or parcels of land situate, lying and being in the County of Lyon, State of Nevada, more particularly described as follows:

TOWNSHIP 16; SECTION 12; RANGE 21 EAST, N.D.B.M.

beginning at the West center 1/16 corner of Section 12, Township 16 North, Range 21 East, N.D.B.M.; thence East a distance of 2644.62 feet to the East center 1/16 corner of said Section 12; thence South 6°48' East along a fence line a distance of 192.95 feet; thence South 56°44'30" West along a fence line a distance of 334.44 feet; thence South 33°42' East a distance of 100 feet more or less to the center of the Carson River; thence following in the center of the Carson River to its intersection with the one-quarter section line that runs East and West through the center of Section 13, Township 16 North, Range 21 East, N.D.B.M.; thence West along the one-quarter section line of said Section 13, a distance of 190 feet more or less to the one-quarter corner between said Section 13 and Section 14, Township 16 North, Range 21 East, N.D.B.M.; thence North 69° 55' West a distance of 639.55 feet to the Southwest corner of the premises herein described; thence North 20° 23' East a distance of 192.64 feet; thence North 1°57'15" East a distance of 447.09 feet; thence North 23°23' East a distance of 106.76 feet; thence North 10°19' East a distance of 315.03 feet; thence North 7°53' East a distance of 186.28 feet; thence North 16°54'30" East a distance of 254.16 feet; thence North 40°00' East a distance of 96.30 feet; thence North 49°35' East a distance of 495.66 feet; thence North 31°08'15" East a distance of 258.75 feet; thence North 22°18'15" East a distance of 183.24 feet; thence North 58°33'15" East a distance of 180.37 feet; thence North 46°10'15" East a distance of 160.00 feet; thence North 20°09'15" East a distance of 311.78 feet; thence North 47°51'45" East a distance of 311.11 feet; thence North 47°51'45" East a distance of 377.97 feet; thence

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North 31°14'15" East a distance of 71.65 feet; thence North 41°29'30" East a distance of 305.61 feet; thence North 57°26' East a distance of 123.03 feet; thence North 43°52' East a distance of 78.48 feet to a point on the West 1/16 Section line of said Section 12; thence North along the 1/16 Section line 1968.68 feet to the point of beginning.

SAVE AND EXCEPT that portion of the Northeast Quarter (NE_{1/4}) of the Southwest Quarter (SW_{1/4}) of Section 12, Township 16 North, Range 21 East, N.D.R.C.H., conveyed to the State of Nevada for highway by deed dated August 20, 1954, recorded August 25, 1954, in Book 39 of Leads, page 36, Lyon County, Nevada, records.

TOGETHER WITH all of grantor's right, title and interest in and to all water and water rights, ditch and ditch rights, drains and drainage rights, grazing rights, permits and privileges used in connection therewith, or affurtenant thereto, and TOGETHER WITH all the tenements hereditaments, and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the premises, together with the appurtenances, unto the grantee, his successors and assigns forever.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year herein first above written.

(\$110.00 U.S. Int. Rev. Stamp affixed
and cancelled)

(Corporation Seal)

LATCH LIVD AND LIVESTOCK COMPANY

By Suzene S. Salvage
President

Attest:

Edith I. Sherwood
Secretary

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

In this 11th day of May, 1962, personally appeared before us, a Notary Public in and for the county and state aforesaid, SUZENE S. SALVAGE and EDITH I. SHERWOOD, known to me to be, respectively, the President and the Secretary of the corporation that executed the foregoing instrument and upon oath did each depose that he is the officer of said corporation that executed the foregoing instrument and upon oath did each depose that he is the officer of said corporation as above described; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signature to said instrument was made by an officer of said corporation as indicated after said signature; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Edith I. Sherwood

Notary Public for the State of
California, Residing at San Francisco,
California.

My Commission expires June 17, 1962.

Recorded at request of Walter Whitacre, Sept. 5, 1962 at 52 min. past 1 p.m.

Jas. F. Barton, County Recorder

By Margaret Cushing Deputy

(Notarial Seal)

that executed the foregoing instrument, and upon oath did each depose that he is the officer of said Corporation as above designated; that he is acquainted with the seal of said Corporation and that the seal affixed to said instrument is the Corporate seal of said Corporation; that the signatures to said instrument were made by officers of said Corporation as indicated after said signatures; and that the said Corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

(Notarial Seal)
My commission expires: December 3, 1966

Lorraine K. Mattress
NOTARY PUBLIC

STATE OF NEVADA }
ss.
COUNTY OF LINCOLN }

On Jul 26, 1965, personally appeared before me, a Notary Public in and for said County and State, ROBERT K. ADAMS, known to me to be the President of the Corporation that executed the foregoing instrument and upon oath, did depose that he is acquainted with the seal of said Corporation and that the seal affixed to said instrument is the Corporate seal of said Corporation, that the signatures to said instrument were made by officers of said Corporation as indicated after said signatures; and that the said Corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

(Notarial Seal)
My commission expires: August 10, 1967

Carole Howard
NOTARY PUBLIC

Recorded at the request of Pioneer Title Ins. Co., Aug 2, 1965, 2 p.m.

Jas. P. Barton, County Recorder

By *Margaret C. Young*, Deputy

FILE NO. 92674

CORPORATION GRANT, BARGAIN, SALE DEED

T/SEVEN RANCHES, a Nevada Corporation, a corporation organized and existing under the laws of the State of Nevada, and having its principal place of business at Las Vegas, Nevada, in consideration of TEN AND NO/100 (\$10.00) Dollars, does hereby Grant, Bargain, Sell and Convey to OCIDEN BEE, INC., a Delaware Corporation all that real property in the County of Lyon, State of Nevada, bounded and described as follows:

FOR LEGAL DESCRIPTION SEE ATTACHED MARKED EXHIBIT "A" AND BY REFERENCE MAKE A PART HEREOF.

SUBJECT TO: 1. Rights of way, reservations, restrictions, conditions and easement of record.
2. Deed of Trust of record in favor of American National Insurance Company in the original amount of \$1,700,000.00.

PARCEL NO. I.:

Situate in the County of Lyon, State of Nevada, as follows, to wit:

TOWNSHIP 16, North, Range 22 East, M.D.B. & M.

Section 4: SEt of SWt

Section 9: W $\frac{1}{4}$ of W $\frac{1}{4}$; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ and

Beginning at the South one-quarter corner of Section 4, Township 16 North, Range 22 East, M.D.B. & M.; thence North 0° 01' 45" East 328.42 feet; thence South 89° 20' 08" East 668.73 feet; thence South 649.60 feet; thence South 89° 58' 40" West 668.85 feet to a point on the West line of the NE $\frac{1}{4}$ of Section 9, Township 16 North, Range 22 East, M.D.B. & M.; thence along said west line North 0° 01' 45" West 321.96 feet to the point of beginning. Being a portion of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 4 and the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 9, Township 16 North, Range 22 East, M.D.B. & M.

PARCEL NO. 2:

BEGINNING at the West center 1/16 corner of Section 12, Township 16 North, Range 21 East, M.D.B.& M.; thence East a distance of 2644.62 feet to the East center 1/16 corner of said Section 12; thence South 0° 48' East along a fence line a distance of 192.95 feet; thence South 56° 44' 30" West along a fence line a distance of 334.44 feet; thence South 33° 42' East a distance of 1900 feet more or less to the center of the Carson River; thence following up the center of the Carson River to its intersection with the one-quarter section line that runs East and West through the center of Section 13, Township 16 North, Range 21 East, M.D.B.& M.; thence West along the one-quarter section line of said Section 13, a distance of 190 feet more or less to the one-quarter corner between said Section 13 and Section 14, Township 16 North, Range 21 East, M.D.B.& M.; thence North 89° 55' West a distance of 639.55 feet to the Southwest corner of the premises herein described; thence North 20° 23' East a distance of 192.64 feet; thence North 1° 57' 15" East a distance of 447.09 feet; thence North 23° 23' East a distance of 10c.78 feet; thence North 10° 09' East a distance of 315.03 feet; thence North 7° 53' East a distance of 186.28 feet; thence North 16° 54' 30" East a distance of 254.16 feet; thence North 40° 00' East a distance of 96.30 feet; thence North 49° 35' East a distance of 495.66 feet; thence North 31° 08' 15" East a distance of 252.75 feet; thence North 22° 18' 15" East a distance of 183.24 feet; thence North 58° 33' 15" East a distance of 186.57 feet; thence North 46° 10' 15" East a distance of 160.00 feet; thence North 20° 09' 15" East a distance of 311.78 feet; thence North 47° 51' 45" East a distance of 377.97 feet; thence North 31° 14' 15" East a distance of 71.55 feet; thence North 41° 29' 30" East a distance of 305.61 feet; thence North 57° 26' East a distance of 123.03 feet; thence North 43° 52' East a distance of 78.48 feet to a point on the West 1/16 Section line of said Section 12; thence North along the 1/16 Section line 1968.68 feet to the POINT OF BEGINNING, EXCEPT that portion of the Northeast Quarter (NE_{1/4}) of the Southwest Quarter (SW_{1/4}) of Section 12, Township 16 North, Range 21 East, M.D.B.& M., conveyed to the State of Nevada for highway by deed dated August 20, 1954, recorded August 25, 1958 in Book 39 of Deeds page 36, Lyon County, Nevada records.

PARCEL NO. 3:

All of Section 15 and the North Half (N_{1/2}) of the North Half (N_{1/2}) of Section 21, Township 16 South; Range 22 East, M.D.B.& M., in the County of Lyon, State of Nevada.

TOGETHER WITH all irrigation and sprinkling system equipment including motors, pumps, sprinkling pipes and/or tubes, cement ditches, cattle feed lot equipment including fencing, cattle feeding equipment and out buildings of every kind and nature located thereon.

TOGETHER WITH the following Federal Range grazing rights known as STOCKTON FLAT ALLOTMENT CLIFTON (C) Allotment, CLIFTON (SU) Allotment, BOE PEAK Allotment, HORSE MT. Allotment, HUTS CREEK Allotment, STOCKTON FLAT Allotment, and any and all improvements for said grazing rights owned by the seller or in cooperation with the Bureau of Land Management as such grazing rights are applicable to the real property conveyed herein.

FURTHER all wells and their appurtenances issued from the State of Nevada, Department of Water Resources described as permit numbers as follows to wit:

15925	16008	16015
16003	16039	19978
16004	16012	19961
16005	16013	19900
16006	16014	19901
16007		19899
16010		20673
16011		20912

insofar as said permits affect the hereinbefore described property.

TOGETHER WITH water flowing from any creek, ditch, spring or river, rights of which are owned by seller herein, as same is applicable to said property and those rights which the Carson Valley land has from the Carson river for 297 acres of land decreed in 1877. Also, water rights filed in 1862 on the "Big Hatch" for irrigating 222 acres of land and any and all other rights or wells located on or within with the deeded or HLM grazing allotment land.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or otherwise appertaining.

IN WITNESS WHEREOF said Grantor has caused its corporate name and seal to be affixed here-to by its President and Secretary thereunto duly authorized this 20th day of JULY, 1965
(3135.30 Int. Rev. Stamps affixed and cancelled)

T/STEVEN RANCH, A Nevada Corporation

By: J. E. Moffatt

By: H. D. Cornelius

ORDER NO. LV 93978-AL

STATE OF NEVADA

COUNTY OF CLARK

On this 20th day of July, 1965, personally appeared before me, a Notary Public in and for said County and State, G. E. MOFFATT and H. D. CORNELIUS, known to me to be the President and Treasurer of the Corporation that executed the foregoing instrument, and upon oath, did each depose that he is the officer of said Corporation as above designated that he is acquainted with the seal of said Corporation and that the seal affixed to said instrument is the corporate seal of said Corporation; that the signatures to said instrument were made by officers of said Corporation as indicated after said signatures; and that the said Corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

(Notarial Seal)
My commission expires: December 3, 1966.

Lorraine F. Nettress
NOTARY PUBLIC

Recorded at the Request of Pioneer Title Ins. Co., Aug. 2, 1965, at 5 min. past 2 p.m.

Jas. F. Burton, County Recorder

By Drazen L. Clegg, Deputy

S14-WP-MP-JT-A

FILE NO. 92880
GRANT, BARGAIN AND SALE DEED

3870-V

THIS INDENTURE, made this 19th day of July, 1965, by and between BETTE MIX ASHLEY and ELIZABETH ANN GUILD, Grantors, and W. J. FRAN MAN and MARY FRAN MAN, husband and wife as joint tenants with right of survivorship, Grantees,

WITNESSETH: That Grantors, in consideration TEN DOLLARS (\$10.00), lawful money of the United States, to them in hand paid by Grantee, receipt of which hereby is acknowledged, do by these presents grant, bargain and sell unto Grantees, as joint tenants with right of survivorship, and to the survivor of them, and to the heirs and assigns of such survivor, forever, all that certain land situate in the City of Yerington, County of Lyon, State of Nevada, described as follows:

Beginning at a point 43 feet West from the Northwest corner formed by the intersection of East Bridge and Nevada Streets in said City of Yerington, thence from said point of beginning first course North a distance of 140 feet; thence second course West, a distance of 52 feet; thence third course South, a distance of 140 feet to the North line of East Bridge Street; thence fourth course East, a distance of 52 feet to the point of beginning.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or

ance the day and year first above written.

Signed and Delivered in the Presence of)

) C. N. Julson

)

STATE OF NEVADA)

) ss. 24

COUNTY OF LYON)

On this 15th day of March A.D., one thousand nine hundred and sixty-seven personally appeared before me, Carl C. Gelmstedt, a Notary Public in and for the said County of Lyon, C. N. Julson, a single person, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

I, WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Lyon, the day and year in this certificate first above written.

(Notarial Seal)

My commission expires June 24, 1967

Carl C. Gelmstedt
Notary Public

Recorded at request of Carl C. Gelmstedt on July 24, 1968 at 25 minutes past 2 p.m.

Bk 51 pg 549 - Deeds

Argus County Recorder
July 24, 1968
Deputy

FILE NO. 101901

LEVEL

THIS INSTRUMENT made and entered into this 24th day of May, 1968, by and between PETER S. FROWE and RACHEL L. FROWE, husband and wife, parties of the first part, and FROWE, INC., a Nevada corporation, party of the second part,

WITNESSETH:

That the said parties of the first part, in consideration of the sum of Ten (\$16.00) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell unto the said party of the second part, and to its successors and assigns forever, all those certain pieces or parcels of land situate in the County of Lyon, State of Nevada, that are more particularly described on that certain exhibit marked "Exhibit A" attached hereto and made a part hereof.

TOGETHER WITH the tenements, hereditaments and appurtenances thereto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TOGETHER WITH all waters and water rights that are appurtenant to the property hereinabove conveyed or that have been used in connection therewith, including but not limited to those water rights described in applications or permits or certificates listed on that certain exhibit marked "Exhibit B", which is attached hereto and made a part hereof.

TOGETHER WITH all range improvements, grazing licenses or permits that are appurtenant to the property hereinabove conveyed or that have been used in connection therewith, including but not limited to those grazing licenses or permits listed on that certain exhibit marked "Exhibit C", which is attached hereto and made a part hereof.

I, HAVE AND DO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever, and the first parties warrant that they have not encumbered, leased or conveyed any portion of the property hereby conveyed. Subject, however, to existing easements and rights of way.

IN WITNESS WHEREOF, the parties of the first part have caused this conveyance to be executed the day and year first above written.

Peter S. Brown

Kathryn L. Brown

SIGNED, SEALS,)
) ss.
) IN THE PRESENCE OF)
) GUY C. WILLIS)

On this 12 day of June, 1964, personally appeared before me, a Notary Public, GUY C. WILLIS and KATHRYN L. BROWN, known to me to be the persons described in and who acknowledged that they executed the foregoing instrument.

(Notarial Seal)
My commission expires July 24, 1971

Kathryn Brown
Notary Public

DESCRIPTION

All those certain pieces or parcels of land situate in the County of Lyon, State of Nevada, that are described as follows:

PARCEL ONE:

North half and North half of the Southwest Quarter of section 4, Township 16 North, Range 22 East, N.D.P. & M. West half of the Southwest quarter; Southeast quarter of the Southwest Quarter; West half of the Southeast quarter; Southeast quarter of the Southeast Quarter; Section 33, Township 17 North, Range 22 East, N.D.P. & M.

EXCEPTING that portion in the Northwest corner of the last mentioned quarter-quarter section described as follows:

Beginning at a point 1320 feet East of the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 33, Township 17 North, Range 22 East, N.D.P. & M., a 2 by 6 post on a sand hill, said point being the approximate Northwest corner of said Southeast Quarter of the Southeast Quarter; running thence East 651 feet to intersection with line fence; thence South 60° 21' West 285.1 feet along line fence to a corner of same; thence South 37° 23' East 107.2 feet along said line fence to point of intersection of line fence; thence South 63° 34' West 568.6 feet to intersection with approximate West line of said Southeast Quarter of the Southeast Quarter and thence North 477.8

ALSO, Southeast Quarter of Northeast Quarter or Southeast Quarter of Mid Section, Township 17 North, Range 22 East, N.D.B. (H.)
 ALSO, Northeast Quarter of Northwest Quarter, South Half of Northwest Quarter, and 5.35 acres situated in Southwest Quarter of Northeast Quarter of Section 34, Township 17 North, Range 22 East, N.D.B. (H.), described as follows:

Beginning at an iron pin in the North bank of the lower Cardelli Ditch which bears South 6° East 2461.7 feet from the quarter corner common to Sections 27 and 34, Township 17 North, Range 22 East, N.D.B. (H.), Course 1, North 64° 53' East 457 feet on North bank of lower Cardelli Ditch; course 2, North 24° 46' West 161 feet on West side of road; course 3, South 71° 22' West 38.6 feet on fence line; course 4, South 6° East 1001.3 feet to the place of beginning.

ALSO, Southwest Quarter, South Half of Southeast Quarter of Section 34, Township 17 North, Range 22 East, N.D.B. (H. SWE AND EXCEPT 1.20 acres lying in the Northeast corner of the Southwest Quarter and in the Southeast corner of the Northwest Quarter of said Section 34, described as follows:

PARCEL ONE:

Beginning at an iron pin in the North bank of the lower Cardelli Ditch which bears South 6° East 2461.7 feet from the quarter corner common to Sections 27 and 34, Township 17 North, Range 22 East, N.D.B. (H.), course 1, South 6° East 247.2 feet to fence on bank of slough; course 2, North 55° 32' West 296 feet on bank of slough; course 3, South 62° 56' West 141.6 feet on bank of slough; course 4, North 24° 11' West 100.2 feet on North bank of lower Cardelli Ditch; course 5, North 17° 35' East 154 feet on North bank of lower Cardelli Ditch; course 6, South 80° 36' East 47.5 feet on North bank of lower Cardelli Ditch; course 7, North 58° 22' East 204.4 feet on North bank of lower Cardelli Ditch.
 Parcel One containing 1008.69 acres, more or less.

PARCEL TWO:

TOWNSHIP 15 NORTH, RANGE 22 EAST, N.D.B. (H.)

Section 21: Northeast Quarter of Southeast Quarter.

Section 21: Southwest Quarter of Northwest Quarter.

Section 23: Northeast Quarter of Northeast Quarter;

Southeast Quarter of Southwest Quarter.

Section 24: Northeast Quarter of Northwest Quarter;

Southwest Quarter of Northwest Quarter;

Northeast Quarter of Southwest Quarter;

Southwest Quarter of Southwest Quarter;

Northwest Quarter of Southeast Quarter.

Section 36: Southeast Quarter of Northeast Quarter;

Northwest Quarter of Southeast Quarter;

Southeast Quarter of Southeast Quarter;

Southeast Quarter of Southwest Quarter.

TOWNSHIP 15 NORTH, RANGE 23 EAST, N.D.B. (H.)

Section 14: Southwest Quarter of Northwest Quarter
Section 14 1/4 Southwest Quarter of Northwest Quarter

Parcel Two containing 600 acres, more or less.

PARCEL THREE:

TOWNSHIP 16 NORTH, RANGE 22 EAST, M.D.B. & M.

Section 1: Northwest Quarter of the Northeast Quarter;

South Half of the Northeast Quarter;

West Half; Southeast Quarter.

Section 3: All.

Section 11: All.

Section 13: North Half.

PARCEL THREE: (Continued)

TOWNSHIP 16 NORTH, RANGE 23 EAST, M.D.B. & M.

Section 3: North Half of the Northwest Quarter;

Southwest Quarter of the Northwest Quarter.

Section 5: All.

Section 7: North Half.

TOWNSHIP 17 NORTH, RANGE 23 EAST, M.D.B. & M.

Section 21: Northwest Quarter of the Southwest Quarter;

South Half of the Southwest Quarter.

Section 29: All.

Section 33: All.

PARCEL FOUR:

Beginning at the West center 1/16 corner of Section 12, Township 16 North, Range 21 East, M.D.B. & M.; thence East a distance of 2644.62 feet to the East center 1/16 corner of said Section 12; thence South $0^{\circ} 48'$ East along a fence line a distance of 152.95 feet; thence South $56^{\circ} 44' 30''$ West along a fence line a distance of 334.44 feet; thence South $33^{\circ} 42'$ East a distance of 1960 feet more or less to the center of the Carson River; thence following up the center of the Carson River to its intersection with the one-quarter section line that runs East and West through the center of Section 13, Township 16 North, Range 21 East, M.D.B. & M.; thence West along the one-quarter section line of said Section 13, a distance of 150 feet more or less to the one-quarter corner between said Section 13 and Section 14, Township 16 North, Range 21 East, M.D.B. & M.; thence North $85^{\circ} 55'$ West a distance of 639.55 feet to the Southwest corner of the premises herein described; thence North $20^{\circ} 23'$ East a distance of 192.64 feet; thence North $1^{\circ} 57' 15''$ East a distance of 447.09 feet; thence North $23^{\circ} 23'$ East a distance of 106.78 feet; thence North $10^{\circ} 09'$ East a distance of 315.03 feet; thence North $7^{\circ} 53'$ East a distance of 186.28 feet; thence North $16^{\circ} 54' 30''$ East a distance of 254.16 feet; thence North $40^{\circ} 00'$ East a distance of 96.30 feet; thence North $49^{\circ} 35'$ East a distance of 495.66 feet; thence North $31^{\circ} 08' 15''$ East a distance of 258.75 feet; thence North $22^{\circ} 18' 15''$ East a distance of 183.24 feet; thence North $58^{\circ} 33' 15''$ East a distance of 186.57 feet; thence North $46^{\circ} 10' 15''$ East a distance of 160.00 feet; thence North $20^{\circ} 09' 15''$ East a distance of 311.78

thence South 57° 26' East a distance of 123.00 feet; thence North 43° 25' East a distance of 78.48 feet; thence North 57° 26' East a distance of 123.00 feet; thence North 43° 25' East a distance of 78.48 feet to a point on the West 1/16 section line of said Section 12, thence North along the 1/16 line 1968.68 feet to the point of beginning.

SAVE AND EXCEPT that portion of the Northeast Quarter of the Southwest Quarter of Section 12, Township 16 North, Range 21 East, H.D.B. 4M. conveyed to the State of Nevada for highway by deed dated August 20, 1954, recorded August 25, 1954 in Book 39 of Deeds, page 36.

Lyon County, Nevada, records.

PARCEL FIVE:

TOWNSHIP 16 NORTH, RANGE 21 EAST, L.L.C. 4M.

Section 13: All.

Section 21: North Half of the North Half.

EXHIBIT I DESCRIPTION OF WATER RIGHTS

All of the right to use water from the Carson River and its tributaries or such of the lands described in the Deed to which this exhibit is attached, being in Deed wherein Peter S. Irwin and Parker L. Brown are grantors and Alpinco, Inc., a Nevada corporation, is grantee, to which water was allocated by decree entered in that certain action in the United States District Court of the State of Nevada, In and for the District of Nevada, designated as Case No. b-183, entitled "United States of America, Plaintiff, vs. Alpine Land and Reservoir Company, a corporation, et al., defendants", to the full extent of said allocation.

All of the rights pursuant to applications or permits to which the State of Nevada, Department of Water Resources, has assigned the following application or permit numbers.

15923	16112
16003	16113
16004	16114
16005	16115
16006	1697F
16007	16661
1600E	1666C
16009	169C1
16010	1989F
16C11	20E73
13576	15222
13462	

Together with all of the rights to those certain springs hereinafter listed, as designated in Certificates issued by the State Engineer of the State of Nevada, the number of each Certificate being set forth opposite the name of the spring. Said certificates and springs are described as follows:

Name of Spring	Certificate No.
Hoxlett Spring	151
A Spring (Unnamed)	154
A Spring (Unnamed)	155
Cottonwood Spring	156
A Spring (Unnamed)	157
A Spring (Unnamed)	158
Rattlesnake Spring	673

EXHIBIT C ACTIVE GRAZING PRIVILEGES		
Horse Mountain Allotment -	3200 AUM'S	
600 cattle November 1 through March 31 100% Federal Range		
Stockton Flat Allotment -	275 AUM'S	
55 cattle November 1 through March 31 100% Federal Range		
Clifton Allotment - Como Unit -	693 AUM'S	
600 cattle April 1 through May 15 77% Federal Range		
Rape Peak Allotment -	352 AUM'S	
236 cattle May 16 through July 31 56% Federal Range		
Clifton Allotment - Sutro Unit -	84 AUM'S	
64 cattle May 1 through May 31 100% Federal Range		
Total Active Privileges	6664 AUM'S	
 Else Property Qualifications not currently authorized for use:		
Clifton Allotment - Sutro Unit	35 AUM'S	
Clifton Allotment - Como Unit	1614 AUM'S	
Rape Peak Allotment	232 AUM'S	
Stockton Flat Allotment	55 AUM'S	
Horse Mountain Allotment	3230 AUM'S	
Total Qualifications not authorized for use	4590 AUM'S	
Total Qualifications	5564 AUM'S	
 RANGE IMPROVEMENTS		
Stockton Flat Fence	(M3-R-70)	\$4050.00
Full Canyon Fence	(M3-I-85)	5000.00
South TCID Fence	(M3-K-84)	5800.00
Miller Spring Fence	(M3-R-87)	3800.00

Recorded at request of J. Frank Martin Jr. on July 23, 1968 at 10 minutes past 12 p.m.

Margaret Anfang, County Recorder

By Alice Gil Deputy

R.P.T.T. \$2.20

FILE NO. 1C1903
CEEL

#67698-NC (5486 LY)

THIS INDENTURE, made and entered into this 24th day of July, 1968, by and between NICHOLAS DEMAS and LUCINDA DEMAS, husband and wife, parties of the first part, and IRWIN G. CIRCUIT, SR., an unmarried man, party of the second part, whose address is 8203 West Fourth Street, Reno, Nevada,

WITNESSETH:

That the said parties of the first part, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain and sell unto the said party of the second part, and to his heirs and assigns forever, all those certain lots, pieces or parcels of land situate in the

N & NREPT - stamps previously paid on deed recorded 3/1/77, Doc #31669

Aff L.R.S. 8

CORPORATION GRANT, BARGAIN, SALE DEED (for Purpose of Clarification and Correction)

ALLRAN INC.,

a corporation organized and existing under the laws of the State of Nevada, and having its principal place of business at
Los Angeles, California

in consideration of TEN AND NO/100ths----- Dollars

does hereby Grant, Bargain, Sell and Convey to EDWARD C. ALLRED and CHARMAY ALLRED,
husband and wife, as joint tenants;

all that real property in the _____ County of Lyon
State of Nevada, bounded and described as follows:

SEE ATTACHED EXHIBIT "A"

It is the intent of Grantor herein to convey all real property belonging
to Grantor located in Lyon County, Nevada.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in
anywise appertaining.

IN WITNESS WHEREOF said Grantor has caused its corporate name and seal to be affixed hereto by its President
and Secretary thereunto duly authorized, this 21st day of March, 1977.

SEAL AFFIXED
WHEN RECORDED

STATE OF NEVADA {
COUNTY OF } ss.
{ See signature }

On this 21st day of March, 1977 personally appeared before me, a Notary Public in and
for said County and State, Edward C. Allred and Charmay Allred, known to
me to be the President and Secretary of the Corporation that executed the foregoing instru-
ment, and upon oath, did each depose that he is the officer of said
Corporation as above designated; that he is acquainted with the
seal of said Corporation and that the seal affixed to said instrument
is the Corporate seal of said Corporation; that the signatures to
said instrument were made by officers of said Corporation as in-
dicated after said signatures; and that the said Corporation
executed the said instrument freely and voluntarily and for the uses
and purposes therein mentioned.

J. F. Gandy Public Notary for said County and State
(Notarial Seal)
Date: 10/11/77
My Comm. exp'd 10/11, 1978

RECODER'S
INSTRUMENT NO. _____
WHEN RECORDED MAIL TO: Charles R. Hart, Jr.,
Attorney at Law, P. O. Box 1069,
Santa Monica, California 90406

RECORDED

OFFICIAL RECORDS
LAW OFFICES OF CHARLES R. HART, JR.

34728

Recorder's Stamp

EXHIBIT "A"

All those certain pieces or parcels of land situate in the County of Lyon, State of Nevada, described as follows:

Parcel 1:

The North one-half; the North one-half of the Southwest quarter, all in Section 4, Township 16 North, Range 22 East, M.D.B. & M.; The West one-half of the Southwest quarter; Southeast quarter of the Southwest quarter; West one-half of the Southeast quarter; Southeast quarter of the Southeast quarter; all in Section 33, Township 17 North, Range 22 East, M.D.B. & M.

EXCEPTING that portion in the Northwest corner of the last mentioned quarter-quarter section described as follows:

Beginning at a point 1320 feet East of the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 33, a 2 by 6 post on a sand hill, said point being the approximate Northwest corner of said Southeast quarter of the Southeast quarter; running thence East 61 feet to intersection with line fence; thence South $60^{\circ}21'$ West 285.1 feet along the line fence to a corner of same; thence South $37^{\circ}23'$ East 107.2 feet along said line fence to a point of intersection of line fence; thence South $63^{\circ}34'$ West 568.6 feet to intersection with approximate West line of said Southeast quarter of the Southeast quarter and thence North 477.8 feet to the place of beginning.

Parcel 2
ALSO, Southeast quarter of Northeast quarter of Southeast quarter of Section 33, Township 17 North, Range 22 East, M.D.B. & M.

Parcel 3
ALSO, Northeast quarter of Northwest quarter; South one-half of the Northwest quarter; and 5.35 acres situated in the Southwest quarter of the Northeast quarter of Section 34, Township 17 North, Range 22 East, M.D.B. & M., described as follows:

Beginning at an iron pin in the North bank of the lower Cardelli Ditch which bears South 6° East 2481.7 feet from the quarter corner common to Sections 27 and 34, Township 17 North, Range 22 East, M.D.B. & M..
Course 1, North $64^{\circ}53'$ East 457 feet on North bank of lower Cardelli Ditch;
Course 2, North $24^{\circ}49'$ West 903 feet on West side of road;
Course 3, South $71^{\circ}22'$; West 38.6 feet on fence line;
Course 4, South 6° East 1001.3 feet to the place of beginning.

Parcel 4
ALSO, Southwest quarter; South one-half of Southeast quarter of Section 34, Township 17 North, Range 22 East, M.D.B. & M.

SAVING AND EXCEPTING THEREFROM 1.26 acres lying in the Northeast corner of the Southwest quarter and in the Southeast corner of the Northwest quarter of said Section 34, described as follows:

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Continued...

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Parcel 4 Continued

Beginning at an iron pin in the North bank of the lower Cardelli Ditch which bears South 6° East 2481.7 feet from the Quarter corner common to Sections 27 and 34, Township 17 North, Range 22 East, M.D.B. & M.
Course 1, South 6° East 267.2 feet to fence on bank of slough;
Course 2, North 65°32' West 256 feet on bank of slough;
Course 3, South 62°58' West 140.9 feet on bank of slough;
Course 4, North 29°13' West 190.2 feet on North bank of lower Cardelli Ditch;
Course 5, North 67°35' East 184 feet on North bank of lower Cardelli Ditch;
Course 6, South 80°36' East 47.5 feet on North bank of lower Cardelli Ditch;
Course 7, North 58°22' East 204.4 feet on North bank of lower Cardelli Ditch.

Parcel 5

TOWNSHIP 15 NORTH, RANGE 22 EAST, M.D.B. & M.

- Section 20: Northeast quarter of the Southeast quarter.
- Section 21: Southwest quarter of the Northwest quarter.
- Section 23: Northeast quarter of the Northeast quarter and Southeast quarter of the Southwest quarter.
- Section 24: Northeast quarter of the Northwest quarter;
Southwest quarter of the Northwest quarter;
Northeast quarter of the Southwest quarter;
Southwest quarter of the Southwest quarter;
Northwest quarter of the Southeast quarter.
- Section 36: Southeast quarter of the Northeast quarter;
Northwest quarter of the Southeast quarter;
Southeast quarter of the Southeast quarter;
Southeast quarter of the Southwest quarter.

TOWNSHIP 15 NORTH, RANGE 23 EAST, M.D.B. & M.

- Section 33: Southeast quarter of the Northwest quarter.
- Section 34: Southwest quarter of the Northwest quarter.

Parcel 6

TOWNSHIP 16 NORTH, RANGE 22 EAST, M.D.B. & M.

- Section 1: Northwest quarter of the Northeast quarter;
South one-half of the Northeast quarter;
West one-half, Southeast quarter.
- Section 3: ALL
- Section 11: ALL
- Section 13: North one-half.

TOWNSHIP 16 NORTH, RANGE 23 EAST, M.D.B. & M.

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Continued...

Page 3
Parcel 6 continued.

- Section 3: North one-half of the Northwest quarter;
Southwest quarter of the Northwest quarter.
Section 5: ALL
Section 7: North one-half.

TOWNSHIP 17 NORTH, RANGE 23 EAST M.D.B. & M.

- Section 21: Northwest quarter of the Southwest quarter;
South one-half of the Southwest quarter.
Section 29: ALL
Section 33: ALL

Parcel 7

Beginning at the West center 1/16 corner of Section 12, Township 16 North, Range 21 East, M.D.B. & M.; thence East a distance of 2644.62 feet to the East center 1/16 corner of said Section 12; thence South 0°48' East along a fence line a distance of 192.35 feet; thence South 56°44'30" West along a fence line a distance of 334.44 feet; thence South 33°42' East a distance of 1900 feet more or less to the center of the Carson River; thence following up the center of the Carson river to its intersection with the one-quarter section line that runs East and West through the center of Section 13, Township 16 North, Range 21 East, M.D.B. & M.; thence West along the one-quarter section line of said Section 13; a distance of 190 feet more or less to the one-quarter corner between said Section 13 and Section 14, said Township and Range; thence North 89°55' West 639.55 feet to the Southwest corner of the premises herein described; thence North 20°23' East 192.64 feet; thence North 1°57'15" East 447.05 feet; thence North 23°23' East 106.78 feet; thence North 10°09' East 315.03 feet; thence North 7°53' East 186.28 feet; thence North 16° 54'30" East 254.16 feet; thence North 40°06' East 96.30 feet; thence North 49°35' East 495.66 feet; thence North 31°08'15" East 258.75 feet; thence North 22°18'15" East 183.24 feet; thence North 59°33'15" East 186.57 feet; thence North 46°10'15" East 160.00 feet; thence North 20°09'15" East 311.78 feet; thence North 47°51'45" East 277.97 feet; thence North 31°14'15" East 71.65 feet; thence North 41°39'30" East 305.61 feet; thence North 57°26' East 123.03 feet; thence North 43°52' East 78.48 feet to a point on the West 1/16 section line of said Section 12; thence North along the 1/16 line 1968.68 feet to the point of beginning. SAVING AND EXCEPTING that portion of the Northeast quarter of the Southwest quarter of Section 12, Township 16 North, Range 21 East, M.D.B. & M., conveyed to the State of Nevada for highway by deed dated August 20, 1954, recorded August 25, 1954 in Book 39 of Deeds, page 36, Lyon County Records.

Parcel 8

TOWNSHIP 16 NORTH, RANGE 22 EAST, M.D.B. & M.

- Section 15: ALL
Section 21: North one-half of the North one-half

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